2291.

SUPREME COURT OF THE UNITED STATES.

No. 150.

THE RICHMOND, FREDERICKSBURG, AND POTOMAC RAILROAD COMPANY, PLAINTIFFS IN ERROR,

vs.

THE LOUISA RAILROAD COMPANY.

IN ERROR TO THE COURT OF APPEALS OF THE COMMONWEALTH OF VIRGINIA.

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To the honorable the judges of the court of appeals:

Your petitioners, the Richmond, Fredericksburg, and Potomac Railroad Company, humbly complain that they are greatly aggrieved by the decree of the superior court of chancery for the Richmond circuit in two suits therein lately depending, in one whereof your petitioners were plaintiffs, and the Louisa Railroad Company were defendants, and in the other the Louisa Railroad Company were plaintiffs, and your petitioners defendants. They submit herewith a copy of the record, and for errors, which are apparent, humbly pray an appeal.

The case presented by the record is shortly this: Your petitioners, believing that a railroad from Richmond to Fredericksburg, and from the latter place to the waters of the Potomac, would afford a fair subject for the investment of capital, and be of signal benefit to the public, were willing to engage in the enterprise, hazardous as at the time was the issue of such undertakings, they then being in their infancy; provided the general assembly consented to incorporate a company, and to grant such reasonable privileges, and to enter in such reasonable stipulations, as were indispensable to justify the commencement of a work of such magnitude. The general assembly, impressed with a high opinion of the importance of such an improvement to the community, and acquiescing in the propriety of inciting private capital in aid of a work of such great public interest, did, on full consideration, grant the privileges, and enter into the stipulations, which were deemed necessary by the friends of the enterprise who were willing to embark in it. Nor was this all, but the general assembly went farther, and consented to unite in the construction of the improvement by appropriating money thereto. The company was duly incorporated as set out in your petitioners' bill.

Your petitioners, regarding the act of incorporation as containing the stipulations and grants necessary to secure to them the rewards of their enterprise, if it turned out to be profitable, never for a moment distrusted the good faith in which the State would execute her stipulations, and secure, as they believed, themselves from injury from that quarter, subscribed the money necessary to build the road, and did build the road. It did not occur to your petitioners that an attempt would be made by another company, under color of an act of the general assembly, or otherwise, to nullify the important provisions of the 38th section of their charter, or to impair their efficacy, so long as they were in force. It is impossible to read the charter and not see that this section constituted the great leading inducement to individuals to embark in the company, and that it was designed as a most solemn and comprehensive guaranty. It is in terms as emphatic and full as could now be proposed, if the object were to assure the amplest protection, with a knowledge of the expedients of a hostile company to nullify or evade it. The section contains an explicit engagement in the form of a pledge to your petitioners that the State would not permit another road to be constructed for a certain period between the cities of Richmond and Washington, the probable effect of which would be to diminish the number of passengers travelling between the one city and the other upon your peti-

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tioner's road, or compel them, in order to retain such passengers, to reduce the passage money. Then follows certain provisoes, which, reserving as they do the right to authorize certain improvements, confirm the guaranty or pledge upon every rule of construction in the particulars not qualified.

Your petitioners sought to arrest the Louisa Railroad Company in their unlawful proceedings to nullify or evade this solemn contract between them and the State. That that company proposed to divert from your petitioners' road the passengers now travelling upon it between the cities of Richmond and Washington; that it was constructing a road between those cities with an avowed design to take such passengers; and that the rivalry would diminish the travel on your petitioners' road, or compel them to reduce the passage money to retain it, appear as plain facts in the record. It appeared, furthermore, that the Louisa railroad was confined by its original charter to a point at or near its intersection with your petitioners' road for its eastern terminus, and that its early and efficient friends had been those largely interested in your petitioners' company. In truth, it was your petitioners' road alone which caused the Louisa road to be undertaken or thought of; and it is manifest from its location, that it was designed to have, and in every rational view should have, its vent to market through your orator's road.

Your petitioners humbly think that, upon the case as it appeared, and as it has been shortly stated, they were entitled to an injunction in the amplest form in which it was prayed, namely, to prohibit the construction of the Louisa road to the city of Richmond. By the 38th section of their charter, the general assembly pledged itself to them not to allow a rival road to be constructed. Plainly intending thereby the high security consequent upon the absence of a rival, a far different and higher security than could be derived from an inhibition upon a company against the use of its road in the transportation of travellers. The one security affording an absolute and certain protection, whilst the other would put the party protected at the mercy of a rival by concession, eternally striving to profit at his expense. The pledge is, that no road shall be constructed, the probable effect of which would be, &c., that is, which could be used to the injury of your petitioners. They submit that the Louisa road will inevitably diminish the number of their passengers if its construction be permitted. It is not only permitted, but required by its charter, to carry all passengers who present themselves, without discrimination.

Their right to enjoin the Louisa company from occupying a portion of their track, as it must do if it be permitted to cross their road upon a level, and from transporting passengers between the Junction and the city of Richmond, is yet, they humbly submit, more obvious and indisputable.

It would extend this humble petition beyond the limits which they should observe, if your petitioners were to go into the grounds upon which they presume to found their claim to these injunctions.

They would humbly content themselves with stating, in answer to the pretension to cross their road upon a level, that admitting the right of the Louisa company to extend their road, the company ought to be

required so to extend it as not to impair the rights of your petitioners, or expose them to disasters. It is indisputable that two independent railroad companies cannot occupy the same space with their respective roads without serious inconvenience to both, and the risk of frightful accidents. In their nature, the injuries to which the company is exposed which is thus encroached upon, are incapable of being estimated and adequately redressed. If the Louisa company be permitted to construct the road in question, every consideration of justice to your petitioners, as well as the public safety, require that it should be at an elevation or depression, which will relieve your petitioners of the evils they unfeignedly deplore of a level cressing.

Then, as to the right of your petitioners to the travel between the Junction and Richmond, involved in their prayer for the last mentioned injunction, they submit that the distinctions upon which this travel is denied to them by the decision of the learned judge in the circuit court is, and in the nature of things must be, unsound. Is not a travel between the Junction and Richmond a travel between Richmond and Washington? Is it less so than a travel between Richmond and any other point on your petitioners' road nearer Washington—say Chesterfield depôt, or Fredericksburg? It is conceded by the opinion of the judge, which is a part of the record, that the travel between the Junction and Richmond, consisting of persons sojourning at either place, is pledged to your petitioners. So of the like travel from Richmond to Chesterfield, or Fredericksburg. This is all a travel, indisputably, between Richmond and Washington. And why is not a travel between the Junction and Richmond, consisting of persons brought to that point on the Louisa road, a travel between Richmond and Washington? To hold it is not, involves the absurdity of affirming that a travel, intermediate in fact, the place of its transit considered, is not intermediate when it reaches the locus in quo by one of many routes. In any view which your petitioners are capable of taking, all travel intermediate to Richmond and Washington, which finds it convenient to reach its destination, whatever that may be, by travelling for a short or long distance between Richmond and Washington, and elects to travel by railroad to a point on your petitioners' road, is, and of right must be, within the spirit, as it is the letter, of the pledge. Any other construction violates the plain import of the pledge; and, if carried out, would as certainly nullify their claim to the whole travel as to any part of it.

The term "between," employed to describe the travel which was intended to be secured to your petitioners, is of singular comprehension and force. It is without synonyme, and denotes, according as it is affixed, whatever is intermediate, regardless of how it became so. In this instance it denotes the whole travel, be it for more or less of the distance between Richmond and Washington, and irrespective of the points from which it came, or to which it is going, nor can its import be restricted injuriously to the petitioners upon any assumption which will not be found, when pushed to its consequence, to destroy, practically, the whole force of the stipulation. The attempt to crib and limit its meaning, by a process of subtle refinement, is condemned, as

well by the rules of sound criticism, as by a decent respect for the good faith of the Commonwealth.

There is no travel more pertinently indicated as that to which your petitioners are entitled, than that brought to the line of their road by lateral roads, in its transit to Richmond and Washington, or to any points between them. As much as any other, it is a travel between those cities so soon as, in fact, it is between them, and may pursue its journey on your petitioners' road. Upon a strict construction, this is plain; nor is it less so in any equitable view of the question. What if the Louisa company, to profit by the facilities of your petitioners' road, had established a line of stages, in place of a railroad, to connect with it: would it be thought that a rival railroad to your petitioners might be established from Washington and Richmond to the point on your petitioners' road at which the stage delivered passengers? Who could uphold that as consistent with the legislative pledge? Who would hold that, if the Louisa company were content to occupy her original position—that, namely, of a branch road to your petitioners—*that* a rival railroad to the point of junction might be established to take her passengers from your petitioners? None, it is presumed, would go to such lengths; and yet the learned judge of the circuit court was betrayed by a subtle distinction, which assumed these things and more.

It cannot be alleged that a narrow construction, which will impair the value of the pledge to your petitioners, is demanded by public considerations. The pledge, in its broadest import, and in the sense in which it was used and accepted, imposes no restraint on the legislature, which the public is interested in removing, nor invests your petitioners with larger rights than are indispensable to their indemnity. It is not for the public good, but is a public injury, that there should be two railroads through the same region, invested with authority to levy like charges, when one is more than adequate to furnish whatever accommodation is needed. Equitably, therefore, as well as in strict right, your petitioners humbly submit that they are entitled to have the pledge executed in the spirit in which it was ordained by the State and accepted by them. What that spirit was it is impossible to mistake, when it is remembered that the pledge was designed to tempt individual enterprise and capital to engage in a great work of acknowledged public importance, by an assurance that the company should not suffer by competition within a period presumed to be long enough to secure an adequate reward for its labors and investment.

To another error in the record they will briefly refer. It will be seen by the record that an injunction awarded your petitioners was afterwards, in vacation, dissolved, or that a counter injunction was awarded to the defendants upon their bill against your petitioners, inhibiting them from using the injunction awarded on their application. When the case made by the defendants by their bill, and the answer of your petitioners objecting to the novel method of discharging an injunction, came on to be heard, as it did along with the case made by your petitioners' bill and the answer of the defendants, the court, by its decree, perpetuated the injunction so irregularly awarded against your petitioners—a proceeding without precedent and erroneous.

For the reasons thus imperfectly assigned, your petitioners submit that the decrees dismissing their bill, and that perpetuating the defendants' injunction, are erroneous, and as above they humbly pray an appeal.

Richmond, Fredericksburg, and Potomac Railroad Co.,
By their attorneys.

We are humbly of opinion that the decrees complained of in the above petition are, for reasons apparent on the face of the record, erroneous, and ought to be reversed.

S. TAYLOR, C. ROBINSON,
MACFARLAND, and RHODES,
Octo. 15, 1849. *Attorneys practising in the court of appeals.*

VIRGINIA:

Pleas at the State court-house, in the city of Richmond, in the superior court of chancery, for the Richmond circuit, on Thursday, the twenty-sixth day of July, one thousand eight hundred and forty-nine, and in the seventy-fourth year of the Commonwealth:

Be it remembered that heretofore, to wit, on the 18th day of January, 1849, came the Richmond, Fredericksburg, and Potomac Railroad Company, by counsel, and sued out of the clerk's office of the said court a subpœna in chancery against the Louisa Railroad Company, which said subpœna, together with an endorsement and the return of the sheriff thereon, is in the words and figures following, to wit:

Subpœna.

THE COMMONWEALTH OF VIRGINIA:

To the sheriff of Henrico county, greeting:

You are hereby commanded to summon the Louisa Railroad Company to appear at the clerk's office of our superior court of chancery, for the Richmond circuit, at the rules to be holden for the said court on the first Monday in March next, to answer a bill in chancery exhibited against them in the said court by the Richmond, Fredericksburg, and Potomac Railroad Company; and unless the said defendants shall answer the said bill within two months thereafter, the court will take the same for confessed, and decree the matter thereof accordingly. And this they shall in no wise omit, under the penalty of £100; and have then there this writ.

Witness Powhatan Roberts, clerk of our said court, at Richmond, the 18th day of January, 1849, and in the 73d year of the Commonwealth.

P. ROBERTS.

Endorsed.—"The object of this suit is, to prevent the obligation of the contract, created by the act of assembly, passed the 25th of February, 1834, incorporating the stockholders of the Richmond, Fredericksburg, and Potomac Railroad Company, from being impaired. The bill will therefore pray that the defendants be enjoined from constructing a railroad between the city of Richmond and the Junction, being a por-

tion of the distance between the said city of Richmond and the city of Washington.

MACFARLAND, RHODES, & ROBINSON,
For plaintiffs.

A copy. Teste: P. ROBERTS, *Clerk.*

Return.

Executed on E. Fontaine, the President of the Louisa Railroad Company, on the 20th day of January, 1849, by handing him a true copy of the within spa. in chancery.

THOMAS W. DOSWELL, *D. S.*
For RICHARD ADAMS, *S., H. C.*

And afterwards, to wit, at rules held in the clerk's office of the said court, for the month of March, 1849, the said plaintiffs by their counsel filed their bill against the defendants; which said bill, together with the exhibits therewith filed, is in the words and figures following, to wit:

"*Bill.*"

To the judge of the superior court of chancery for the Richmond circuit:

The Richmond, Fredericksburg, and Potomac Railroad Company exhibit the following bill of complaint:

Your complainants show, that on the 25th day of February, 1834, the general assembly of Virginia passed an act, entitled "an act incorporating the stockholders of the Richmond, Fredericksburg, and Potomac Railroad Company," which, and an amendment thereto, passed the 13th of March, 1834, are from page 127 to page 139 of the printed copy of the acts passed at the general assembly, begun in December, 1833, published for the Commonwealth. The work contemplated by the said act of the 25th of February, 1834, was one of manifest public utility, involving great labor and expense. The legislature of Virginia was sensible of this, and determined to hold out inducements to persons to embark in the enterprise. It authorized, for the benefit of those who should become stockholders in the company, charges for the transportation of persons, property, and the mail, not exceeding certain specified rates; and guaranteed them in the 38th section of the said act against the construction of any rival road for a certain period. By the said 38th section, it was enacted and declared, and the general assembly pledged itself to the said company, that in the event of the completion of the said railroad from the city of Richmond to the town of Fredericksburg, within the time limited by the said act, the general assembly would not, for the period of thirty years, from the completion of the said railroad, allow any other railroad to be constructed between the city of Richmond and the city of Washington, or for any portion of the said distance, the probable effect of which would be to diminish the number of passengers travelling between the one city and the other upon the railroad authorized by the said act, or compel the said company, in order to retain

such passengers, to reduce the passage money; and the only qualifications upon the enactment, declaration, and pledge, so made in and by the said 38th section, are, first, a proviso that it shall not be so construed as to prevent the legislature from authorizing the construction of a railroad between the city of Richmond and the town of Tappahannock or Urbanna, or to any intermediate points between the said city of Richmond and said towns; and, secondly, a proviso that it shall not be construed to prevent the general assembly from chartering any other company or companies to construct a railroad from Fredericksburg to the city of Washington.

Your complainants show, that according to the said act books were opened for the purpose of receiving subscriptions; and in view of the provisions of the said act, and especially in view of the said 38th section, subscriptions were made, in shares of one hundred dollars each, to constitute a joint capital stock for the purposes therein mentioned; that within ten days from the time books were so opened, three thousand shares were subscribed in the manner prescribed by the said act; and the subscribers, their executors, administrators, or assigns, became incorporated into a company by the said name and style of "The Richmond, Fredericksburg, and Potomac Railroad Company." That at the end of the said ten days, when more than three thousand shares of the said stock had been subscribed, public notice of that event was duly given, and a general meeting of the subscribers duly called; that the said general meeting was duly held on the 20th day of June, 1834, at the City Hall in the city of Richmond, and the subscribers, at the said general meeting, duly elected a president and directors.

Your complainants further show, that on the 23d day of January, 1835, the general assembly passed an act, entitled "an act authorizing the board of public works to subscribe on behalf of the Commonwealth, to the stock of the Richmond, Fredericksburg, and Potomac Railroad Company," which is from page 86 to 88, of the printed copy of the acts of the general assembly, begun in December 1834, published for the Commonwealth; by which act it was declared, that whenever it should be made to appear to the board of public works, in the manner therein prescribed, that three-fifths of the stock of the said company had been subscribed for and taken, and that at least one-fourth of the private subscriptions, of not less than three-fifths of the capital stock had been actually paid up into the hands of the treasurer of the company, and that the remainder of the said subscription was either so paid or was made by solvent persons, fully able to pay, and that certain other conditions had been complied with by the said company, the said board should be, and was thereby, authorized and required to subscribe, on behalf of the Commonwealth, for the remaining two-fifths of the said capital stock of the said company.

Your complainants further show, that it appeared to the board of public works, that three-fifths of the stock of the said company, and forty-eight shares more, had been subscribed for and taken, and that at least one-fourth of the private subscriptions of not less than three-fifths of the capital stock, had been actually paid up into the hands of the treasurer of the said

company, and that the remainder of the said subscription was either so paid, or was made by solvent persons, fully able to pay; and that the said other conditions had been complied with by the said company; all which is recited in the preamble to an act, passed the 23d of March, 1836, entitled "an act concerning the subscription on behalf of the Commonwealth to the stock of the Richmond, Fredericksburg, and Potomac Railroad Company," contained in pages 167 and 168 of the printed copy of the acts passed at the general assembly, begun in December, 1835, published for the Commonwealth; and by the said last mentioned act it was provided, that the subscription by the board of public works, on behalf of the Commonwealth, to the stock of the said company, should be considered as a subscription for forty-eight shares, less than two-fifths of the capital stock of the said company, that is to say, should be considered a subscription for two thousand seven hundred and fifty-two shares, and all claim of the Commonwealth to any greater number of the existing shares was thereby relinquished.

Your complainants show that they proceeded to make a railroad from a point within the corporation of Richmond, approved by the common council, to a point within the corporation of Fredericksburg, and executed the same with diligence. The 34th section of the act of the 25th of February, 1834, required the work to be commenced within two years after the passing of the said act, and finished within ten years after the first general meeting of the subscribers. The whole of the railroad, from the city of Richmond to the town of Fredericksburg, was completed within a much shorter time than that so limited; it was completed and brought into use to the said town on the 23d day of January, 1837. And your complainants had a right to expect, and did expect, that the general assembly would not, within thirty years from the completion of the said railroad, allow another railroad to be constructed for a portion of the distance between the city of Richmond and the city of Washington, in violation of the enactment, declaration, and pledge, so made in and by the 38th section aforesaid. If no other railroad were allowed to be so constructed, your complainants had good reason to hope that the rates for transportation, authorized by the said act, would enable the president and directors, after the payment of all necessary expenses, and after setting apart a fair and reasonable sum for the renewal and repairs of the road, warehouses, depôts, and other constructions, and of the machines, cars, and other vehicles for transportation, to divide more than fifteen per cent. on their capital stock invested; and then, according to the 37th section of the said act, the rates of toll and transportation were to be so reduced as to divide fifteen per cent., and no more. As early as the 20th of June, 1835, in a report from the president and directors to the stockholders, it was said, that when the travel should be sufficient to yield this dividend, "it would seem to be the clear policy of the company to charge, on the transportation of produce and merchandise, tolls very little if at all higher than may be necessary to pay the expenses of transportation, and to look for the profits of stockholders to the travel chiefly, perhaps entirely." In the same report the president and directors remarked, that "a branch rail-

road, which has been projected from the neighborhood of Taylorsville to the Southwest mountain, for which, it is understood, a charter will be asked at the next session of the legislature, must add largely to both the trade and travel of the road, and may be expected to stimulate the industry of the region through which it will pass, by conveying its products more cheaply and quickly to market."

The subsequent history of this branch will now be adverted to. The charter for it was passed on the 18th of February, 1836, under the title of "an act incorporating the stockholders of the Louisa Railroad Company," and is from page 168 to 178 of the printed copy of the acts passed at the general assembly, begun in December, 1835, published for the Commonwealth. Under this act books were opened to receive subscriptions to the amount of three hundred thousand dollars, in shares of one hundred dollars each, to constitute a joint capital stock for the purpose of making a railroad from some point on the line of the Richmond, Fredericksburg, and Potomac Railroad, in the neighborhood of Taylorsville, passing by or near Louisa court-house, to a point in the county of Orange, near the eastern base of the Southwest mountain, and for the purpose of extending the same, should the company deem it advisable to do so, in the direction of the Blue Ridge *of* mountains, or across the same to or near the town of Harrisonburg, in the county of Rockingham. One of the commissioners, named in this act, made a communication to the President and Directors of the Richmond, Fredericksburg, and Potomac Railroad Company, a copy whereof, and of the proceedings thereupon, by the said president and directors, on the 20th of April, 1836, is herewith filed as an exhibit marked No. 1.

After this, books were opened, subscriptions to the capital stock of the Louisa Railroad Company were made to a considerable amount by individuals who were stockholders in the Richmond, Fredericksburg, and Potomac Railroad Company, as well as by others. By means of such subscriptions, and the subscriptions of the board of public works, under an act passed on the 25th of February, 1837, (page 125 to 128 of the session acts,) the capital stock was made up. During the same session, to wit, on the 30th of March, 1837, an act was passed (page 144 to 147 of the session acts) giving power to the Louisa Railroad Company to contract with any other railroad company incorporated by this State to effect the transportation on their road, or any part thereof, and empowering any such railroad company so to contract with the Louisa Railroad Company. A copy of this act was laid by the president of the Louisa Railroad Company before the stockholders of the Richmond, Fredericksburg, and Potomac Railroad Company, in general meeting, on the 20th of June, 1837, and the president and directors were thereupon empowered by the stockholders, so to contract with the Louisa Railroad Company, if they should deem it expedient. At a meeting of the said president and directors, on the 5th of July, 1837, the president was empowered to contract with the Louisa Railroad Company to do the transportation on their road for one year from the time of opening the same for transportation. The arrangement, made under this authority, is set forth in the paper herewith filed as an exhibit, marked No 2.

On the 22d of December, 1837, the Louisa railroad was opened for transportation to Fredericksball, distant 22½ miles from the point of junction with the Richmond and Fredericksburg railroad. The Louisa company, soon afterwards, under the 10th section of its charter, and the second section of an act of the 27th of March, 1838, (page 111 of the session acts,) obtained an increase of capital, by subscriptions of individuals, to the amount of $46,000, and from the State to the amount of $69,000, making together $115,000, to extend its road west on the line designated in the act of incorporation.

On the 15th of February, 1838, an act was passed to enable the Richmond, Fredericksburg, and Potomac Railroad Company to augment their capital stock, (session acts, page 109, ch. 154,) after which an arrangement was made to do the transportation on the Louisa railroad for a longer period, and a table of rates agreed on. The terms of that arrangement, and the rates so agreed on, appear by the papers herewith filed as exhibits, marked No. 3 and 4.

At this period the intelligent and respected man who filled the office of president of the Louisa railroad, co-operated in perfect harmony with the president of the Richmond, Fredericksburg, and Potomac Railroad Company; and the latter did not more desire the extension of the Louisa railroad west than the former desired the extension of the Richmond and Fredericksburg railroad to the Potomac. In relation to this last, very urgent communications were received from him and the presidents of three roads south of Richmond, copies of which are herewith filed as exhibits, marked No. 5.

On the 28th of December, 1838, the Louisa railroad was opened to Louisa court-house, distant 34½ miles from the junction with the Richmind and Fredericksburg railroad. The line of railroad south had also been greatly extended, and the conviction was daily becoming more and more general, of the great accommodation the public would derive, and the benefit that would result to the State, and other stockholders in the roads south and west of Richmond, from continuing the Richmond and Fredericksburg railroad to the waters of the Potomac. The State had at one time manifested a disposition to encourage in lieu of this a longer, and more costly work, to wit, a railroad from Fredericksburg or Falmouth to Alexandria, which is the subject of an act, passed the 9th of March, 1835, (in session acts, page 89,) an act passed the 2d of February, 1836, (in session acts, page 189,) and an act passed the 30th of March, 1837, (in session acts, page 128.) And in pursuance of this last act, the proxies of the State had, in a general meeting of the stockholders of the Richmond, Fredericksburg, and Potomac Railroad Company, held the 20th of June, 1837, submitted such a proposition as was contemplated by the first section of the said act; but the same was rejected, the proxies of the State only voting for it, and the individual stockholders voting unanimously against it. In 1839, the opinion had gained ground, either that it was improper, or that it was inexpedient or useless, to attempt to coerce individuals who had become stockholders in a company with a view to a particular improvement, to apply their money to a wholly different improvement,

which they thought would be far more costly, and much less likely to be productive. And on the 6th of April, in the year (1839,) an act was passed (session acts, page 76–7,) indicating a different policy from that attempted to be carried out by the act of the 30th of March, 1837, and containing provisions importing that they were to enable the company "speedily to complete their railroad to the Potomac river." In a general meeting of the stockholders of the Richmond, Fredericksburg, and Potomac Railroad Company, held in May, 1839, the act of the 6th of April, 1839, and so much of the report of the president and directors, as related to the extension of the railroad from Fredericksburg to the Potomac, were referred to a committee. A copy of the report of the committee, and of the proceedings of the stockholders thereupon, is herewith filed as an exhibit, marked No. 6.

When the president of the Louisa Railroad Company was thus urging, and the legislature of the State was thus manifesting, a wish to promote the extension of the Richmond and Fredericksburg railroad to the waters of the Potomac, it was never anticipated by your complainants, that within a few years after the procurement of such extension, a successor of that president would ask, and a succeeding legislature allow, the construction of another railroad for a portion of the distance between the city of Richmond and the city of Washington. Another railroad between Richmond and the junction with the Louisa railroad, was as little thought of then, as another between the Junction and the Potomac. Not anticipating any course of proceeding in conflict with the enactment, declaration, and solemn pledge contained in the 38th section of their charter, your complainants not only completed their railroad from the city of Richmond to the town of Fredericksburg, within the time limited by the said charter, but after such completion deemed it advisable to extend, and did extend, their railroad (as allowed by their charter) from its point of termination within the said town to Acquia creek, one of the creeks of the Potomac river, and have provided every thing necessary for transportation on their whole line by locomotives.

The whole railroad of your complainants is now seventy-five and a-half miles in length, to wit, sixty-one from Richmond to Fredericksburg, and fourteen and a-half from Fredericksburg to Acquia creek; and the cost of their works and property is about a million and a-half of dollars, part of which was obtained by increasing the capital stock of the company, under the tenth section of its charter, to one million of dollars, and part by borrowing money. To meet this indebtedness, an act was passed on the 1st day of February, 1845, (session acts, page 75,) and accepted by the stockholders on the 26th of May, 1845, authorizing an increase of the capital stock of the company, but the board of public works was not authorized to subscribe on behalf of the Commonwealth for any portion of such increased stock. As may be supposed, the work was not accomplished without great difficulties, and very considerable sacrifice on the part of the individual stockholders. They could not have expected that these would have been so soon forgotten.

While the work was going on between Fredericksburg and the Potomac, the nett income of the company had to be temporarily used to meet the cost of construction, and it was more than ever necessary to endeavor to enlarge the receipts, and diminish the expenses of the company. During the time that Doctor Joseph M. Sheppard acted as president of the company, which was from the 15th of December, 1838, to the 26th of March, 1840, a report was made from the president and directors to the board of public works, in November, 1839; an extract from which is herewith filed as an exhibit, marked No. 7.

Efforts were made by his successor to increase the income of the company, the nature of which, so far as they have any connexion with the Louisa railroad, will appear by the exhibits herewith filed, marked No. 8 and No. 9. Some propositions were made by the board of directors of the Louisa Railroad Company for a reduction of rates on their road, the action on which will appear by the exhibits herewith filed, marked No. 10 and No. 11.

The contract made in 1838, for doing the transportation on the Louisa railroad, continued in force until the first day of July, 1843. The road was in use from the 28th day of December, 1838, to Louisa courthouse; and from the 1st day of August, 1839, to Trevillian's; and from about the first day of April, 1840, to Gordonsville. The place first mentioned being 35, that secondly mentioned being 39½, and that thirdly mentioned being 49 miles from the junction with the Richmond and Fredericksburg railroad. While the expenses of running this distance had been very considerable, the income so far had been small, as will be seen by exhibit No. 12.

In the fall before the contract of 1838 terminated, there was some correspondence between the presidents of the two companies, as to the proper basis for a new arrangement, which is contained in exhibit No. 13. Mr. Edmund Fontaine also took part on this occasion; there was some correspondence with him, which appears in exhibit No. 14. He had been in favor of the resolutions which were adopted by the stockholders of the Louisa Railroad Company, at an extra meeting held in November, 1842, directing the president and directors of that company to take measures for doing the transportation on their road. A temporary arrangement was, however, made on the 26th of January, 1843, which is contained in exhibit No. 15.

During the period of that temporary arrangement, the stockholders of the Louisa Railroad Company, at their annual meeting on the 16th of June, 1843, suspended action on the resolutions of the extra meeting held in November, 1842, and authorized the president and directors to open a new negotiation with the Richmond, Fredericksburg, and Potomac company. Copies of the resolution of the 16th of June, 1843, of a letter written the next day by the president of the Louisa Railroad Company, and of the reply thereto, are contained in exhibit No. 16. The same exhibit shews, that a committee was appointed on behalf of the Richmond, Fredericksburg, and Potomac company, to meet the board of directors of the Louisa company. The proceedings of that committee, and the propositions made by them to the pre-

sident and directors of the Louisa company, appear by exhibit No. 17. Some further correspondence then took place between the Presidents of the two companies, which is contained in exhibit No. 18. It was then agreed that the two companies would abide by the decision of the board of public works, as to what would be a just, proper, and practicable basis upon which a contract should be entered into, for carrying on the transportation of the Louisa road by the Richmond, Fredericksburg, and Potomac company. A copy of the award of the board of public works, and of the contract made in pursuance thereof, is contained in exhibit No. 19. This contract continued until the 1st day of July, 1847. In the mean time, Mr. Kimbrough died, and Mr. Fontaine succeeded him in the office of president of the Louisa company.

It was not long after Mr. Fontaine entered on the duties of his office before there was an active correspondence between him and the president of the Richmond, Fredericksburg, and Potomac Railroad Company; a copy of that correspondence from the 2d of April, 1846, to the 16th of July, 1846, is in exhibit No. 20. The manner of doing the transportation was, however, still satisfactory. In a report of the 16th of June, 1846, from the president and directors of the Louisa Railroad Company to the stockholders, we find it stated "that the transportation on the Louisa railroad has been performed during the past year by the Richmond, Fredericksburg, and Potomac Railroad Company in the usual satisfactory manner." The proceedings of the board of directors of the latter company, on the 16th day of July, 1846, are in exhibit No. 21.

The Louisa Railroad Company having decided on doing their own transportation after the first of July, 1847, there was some correspondence between the presidents of the two companies in relation to the propriety of a purchase of engines and cars by the Louisa company from the Richmond, Fredericksburg, and Potomac company, and the manner of transacting the business after the said first of July, 1847. A copy of that correspondence, and the proceedings had the 21st of November, 1846, by the board of directors of the Richmond, Fredericksburg, and Potomac company, is in exhibit No. 22. Further correspondence, and the proceedings on the 19th January, 1847, of the board of directors of the Richmond, Fredericksburg, and Potomac company, are in exhibit No. 23.

Immediately after these proceedings, a memorial was presented to the general assembly in the name of the president and directors of the Louisa company, of which exhibit No. 24 is a copy. To that memorial a brief answer was sent to the general assembly, which is in exhibit No. 25. There was a supplement to that memorial, and a brief answer to the supplement, which are exhibits Nos. 26 and 27; correspondence, however, was still going on between the presidents of the two companies, a copy of which is in exhibit No. 28.

The letter of the 11th of February, 1847, contained in this exhibit, was the last written to Mr. Fontaine by Mr. Moncure Robinson, before

the resignation of the latter of the office of president of the Richmond, Fredericksburg, and Potomac company took effect. On the day of the last meeting of the board of directors, attended by the latter as president, to wit, on the 18th of March, 1847, he laid before the board a draft of a contract which he proposed entering into with the Louisa Railroad company, and was authorized by the board to execute the same on behalf of the Richmond, Fredericksburg, and Potomac company. It was executed accordingly, and the term of that contract is not yet ended. Exhibit No. 29 contains a copy of that contract, and of a subsequent resolution adopted the 14th of April, 1847. Before this, to wit, on the 8th of March, 1847, an act had passed providing for the extension of the Louisa railroad to the eastern base of the Blue Ridge, which is in the session acts of 1846–'7, page 103.

On the 5th of September, 1847, the bridge of the Richmond, Fredericksburg, and Potomac company was destroyed by fire (it was supposed) by an incendiary, and it took 55 days to rebuild the bridge. On this occasion there was correspondence between the presidents of the two companies, which is in exhibit No. 30. The sum charged and paid for the use, the said 55 days, of the locomotive mentioned in that correspondence, appears by exhibit No. 31.

Afterwards the president of the Louisa Railroad Company prepared a petition to the general assembly, of which exhibit No. 32 is a copy. He caused the same to be circulated and signatures to be obtained to his draft, or to copies thereof, and the general assembly, thus instigated, passed on the 27th March, 1848, the act entitled "An act for the extension of the Louisa railroad to the dock in the city of Richmond," which is in pages 188 and 189 of the printed copy of the acts of the general assembly, passed at the session commencing in December, 1847. Exhibit No. 33 is an extract from the annual report made by the president and directors of the Richmond, Fredericksburg, and Potomac company to the stockholders, on the 29th of May, 1848, of so much thereof as contains the views presented by the board in relation to the said act. The whole report was referred by the stockholders to a committee, but the attention of the committee was given to other matters than the said act, and there was no further action in the said meeting of stockholders in relation to the said act.

Exhibit No 34 is an extract from a subsequent report made in November, 1848, by the president and directors of the Richmond, Fredericksburg, and Potomac company to the board of public works. Exhibit No. 35 is a copy of a memorial which the president of the Louisa railroad proposed and caused to be circulated and signed, asking an appropriation on the part of the State, to the extension of the Louisa railroad to the city of Richmond. And exhibit 36 is an answer to the said memorial; no such appropriation has been made.

The 8th section of the said act of the 27th of March, 1848, provides that it "shall take effect whenever accepted by a majority of the stockholders of the Louisa Railroad Company, at the next annual meeting of said company." Your complainants charge that it was not accepted

at the said next annual meeting by a majority of all the stockholders of the Louisa Railroad Company. As to such acceptance, the proceedings of the meeting only show that a quorum was present in person and by proxy, and that the resolution accepting the said act was adopted with great unanimity. The first section of the said act enacts that the stock of the Louisa Railroad Company is authorized to be increased the sum of two hundred thousand dollars, for the purpose of extending their road, by the most desirable route, to or near the dock in the city of Richmond.

Your complainants charge that the stock of the said company has not been increased that sum, whether the said act has been accepted or not, and whether the stock of the Louisa Railroad Company has been increased the sum aforesaid or not; your complainants insist that the said act is not to be construed as intended to give power to the president and directors of the Louisa Railroad Company, their officers, agents, or servants, to take, occupy, or enter upon lands which have been condemned or laid out by your complainants, under the act of the 25th of February, 1834, for the railroad or works of your complainants.

Your complainants particularly insist that the said act is not to be construed as intended to give to the president and directors of the said Louisa Railroad Company power to construct a railroad across the railroad of your complainants.

Nevertheless, in December last, a letter was written by the President of the Louisa Railroad Company, proposing to arrange for such crossing; a copy of which letter is herewith filed as an exhibit, marked No. 37. To that letter, an answer was sent by the president of the Richmond and Fredericksburg company to the president of the Louisa company, and delivered to the latter on the 19th day of December, 1848; a copy whereof is filed as an exhibit, marked No. 38.

Within a few weeks after the delivery of the last mentioned letter, to wit, on the 18th day of January, 1849, the subpœna was sued out to answer this bill, and duly served on the 20th of the same month.

Your complainants, since the delivery of the last mentioned letter, charge that the president and directors of the Louisa Railroad Company have commenced constructing a railroad, not from Fredericksburg to the city of Washington, nor between the city of Richmond and the town of Tappahannock or Urbanna, or to any intermediate points between the city of Richmond and said towns, but for a portion of the distance between the city of Richmond and the city of Washington; that is to say, for that portion which is between the city of Richmond and the point where the Louisa railroad has heretofore joined the railroad of your complainants, computed to be twenty-four miles from the city of Richmond; that the railroad, the construction of which is so commenced, is contemplated to be twenty-seven and a half miles in length; and there is no point on the line thereof which will be more than from the line of the railroad of your complainants. And your complainants charge, that not only the probable, but the certain,

the resignation of the latter of the office of president of the Richmond, Fredericksburg, and Potomac company took effect. On the day of the last meeting of the board of directors, attended by the latter as president, to wit, on the 18th of March, 1847, he laid before the board a draft of a contract which he proposed entering into with the Louisa Railroad company, and was authorized by the board to execute the same on behalf of the Richmond, Fredericksburg, and Potomac company. It was executed accordingly, and the term of that contract is not yet ended. Exhibit No. 29 contains a copy of that contract, and of a subsequent resolution adopted the 14th of April, 1847. Before this, to wit, on the 8th of March, 1847, an act had passed providing for the extension of the Louisa railroad to the eastern base of the Blue Ridge, which is in the session acts of 1846–'7, page 103.

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Exhibit No 34 is an extract from a subsequent report made in November, 1848, by the president and directors of the Richmond, Fredericksburg, and Potomac company to the board of public works. Exhibit No. 35 is a copy of a memorial which the president of the Louisa railroad proposed and caused to be circulated and signed, asking an appropriation on the part of the State, to the extension of the Louisa railroad to the city of Richmond. And exhibit 36 is an answer to the said memorial; no such appropriation has been made.

The 8th section of the said act of the 27th of March, 1848, provides that it "shall take effect whenever accepted by a majority of the stockholders of the Louisa Railroad Company, at the next annual meeting of said company." Your complainants charge that it was not accepted

at the said next annual meeting by a majority of all the stockholders of the Louisa Railroad Company. As to such acceptance, the proceedings of the meeting only show that a quorum was present in person and by proxy, and that the resolution accepting the said act was adopted with great unanimity. The first section of the said act enacts that the stock of the Louisa Railroad Company is authorized to be increased the sum of two hundred thousand dollars, for the purpose of extending their road, by the most desirable route, to or near the dock in the city of Richmond.

Your complainants charge that the stock of the said company has not been increased that sum, whether the said act has been accepted or not, and whether the stock of the Louisa Railroad Company has been increased the sum aforesaid or not; your complainants insist that the said act is not to be construed as intended to give power to the president and directors of the Louisa Railroad Company, their officers, agents, or servants, to take, occupy, or enter upon lands which have been condemned or laid out by your complainants, under the act of the 25th of February, 1834, for the railroad or works of your complainants.

Your complainants particularly insist that the said act is not to be construed as intended to give to the president and directors of the said Louisa Railroad Company power to construct a railroad across the railroad of your complainants.

Nevertheless, in December last, a letter was written by the President of the Louisa Railroad Company, proposing to arrange for such crossing; a copy of which letter is herewith filed as an exhibit, marked No. 37. To that letter, an answer was sent by the president of the Richmond and Fredericksburg company to the president of the Louisa company, and delivered to the latter on the 19th day of December, 1848; a copy whereof is filed as an exhibit, marked No. 38.

Within a few weeks after the delivery of the last mentioned letter, to wit, on the 18th day of January, 1849, the subpœna was sued out to answer this bill, and duly served on the 20th of the same month.

Your complainants, since the delivery of the last mentioned letter, charge that the president and directors of the Louisa Railroad Company have commenced constructing a railroad, not from Fredericksburg to the city of Washington, nor between the city of Richmond and the town of Tappahannock or Urbanna, or to any intermediate points between the city of Richmond and said towns, but for a portion of the distance between the city of Richmond and the city of Washington; that is to say, for that portion which is between the city of Richmond and the point where the Louisa railroad has heretofore joined the railroad of your complainants, computed to be twenty-four miles from the city of Richmond; that the railroad, the construction of which is so commenced, is contemplated to be twenty-seven and a half miles in length; and there is no point on the line thereof which will be more than from the line of the railroad of your complainants. And your complainants charge, that not only the probable, but the certain,

effect of the said railroad, if it be allowed to be constructed and used for transporting persons and property, will be that many persons who, and much property which, otherwise would have been transported on the railroad of your complainants for such rates as they might lawfully have charged under their charter, will either not be transported thereon, or your complainants, in order to have such transportation, will be compelled to reduce their lawful rates.

Now, your complainants are advised and insist, that the grant to the Louisa Railroad Company, by the said act of the 27th of March, 1848, must be deemed inconsistent with the previous grant to your complainants, if a like grant to a new company, incorporated for the first time on the 27th of March, 1848, would have been deemed inconsistent with the said previous grant.

Your complainants insist, in the present case, as they would have insisted against any new company so incorporated, that the grant to your complainants is not confined to the mere right to construct a railroad, and have tolls for the persons and property transported on it, but that it includes an exclusive franchise to a reasonable distance on either side of their railroad, so that no other railroad can be allowed to be constructed within such distance, and thereby effect a material diversion of persons or property from the railroad of your complainants to their injury, or compel them to reduce their lawful tolls.

Your complainants insist, that neither the lands, condemned and laid out by your complainants, nor their franchise, could be taken for public use without just compensation; and that the same cannot be taken at all from the stockholders of the Richmond, Fredericksburg, and Potomac Railroad Company for the use of the stockholders in the Louisa company. The facts appearing by this bill, and the exhibits herewith, shew that there is no public necessity to justify this measure; it is an attempt to invade the property and franchise of your complainants, not in truth for public use, but merely from motives of pecuniary interest—an attempt to take from your complainants to some extent their franchise and property, and transfer the same to another set of stockholders. And this is proposed to be done, not to construct a work superior in degree to that of your complainants, not for example to make a railroad alongside of a turnpike, but to make one railroad alongside of another railroad.

Your complainants insist, that such a proceeding could not be sanctioned against their consent, even though compensation were provided for your complainants. And when it is seen that your complainants are left wholly without compensation, it must be deemed in violation of the bill of rights and constitution of this State. Yet the president and directors of the Louisa Railroad Company are attempting to invade the said franchise and property of your complainants, and even propose to construct a railroad across the railroad of your complainants on a level—a measure which would be attended with great danger to the persons and property transported on each road, and could not be justified, even if the legislature had reserved the right of making a railroad

across the railroad of your complainants. In case there had been such reservation, the proper course would have been for the new railroad either to pass under the line of the previous road in some safe way, or cross the previous road by a bridge, leaving a space between the top of the rails of the previous road and the bottom of such bridge of not less than seventeen feet, so as to admit of the passage of the tallest locomotives.

But, so far from there being such reservation, there is exactly the reverse. There is in the charter granted to your complainants an express contract between the State of Virginia and your complainants, that in the event which has happened, namely, in the event of the completion of the railroad of your complainants from the city of Richmond to the town of Fredericksburg within the time limited by the said charter, the State would not, for the period of thirty years from such completion, allow any other railroad to be constructed between the city of Richmond and the city of Washington, or for any portion of the said distance, which would invade or materially impair the value of the franchise of your complainants.

Your complainants are informed that the president and directors of the Louisa Railroad Company have suggested that it will not impair the obligation of the contract between the State and your complainants to allow their railroad to be constructed for a portion of the distance between the city of Richmond and the city of Washington, provided they transport thereon only the mail and property, and not passengers. But your complainants are advised and insist, that the contract of the State is not merely to prevent the franchise of your complainants being invaded in respect to passengers, but is a contract that it shall not be impaired at all by means of any other railroad constructed within a certain period; and that the reference to passengers, in the 38th section of the charter, was for the purpose and has the effect of defining, in the manner the legislature thought best, the distance on each side of the railroad of your complainants that their franchise should be considered as extending. It was understood, when the said charter to your complainants was granted, that the railroad thereby authorized would form a part of the main northern and southern route between the city of Richmond and the city of Washington; and the privilege of transporting passengers on the same, and receiving the passage money, would, it was then believed, be a strong inducement to individuals to subscribe for stock in the company; and though this was not then deemed to be the only inducement, for the charter contemplated the transportation of property and the mail, as well as passengers, yet it was thought there might be such a reference to passengers as would define better, for all practical purposes, the distance within which a railroad should not be constructed, on either side of the railroad of your complainants, than if the legislature had prescribed a certain number of miles on each side within which there should be no such construction. If, within the period prescribed in the 38th section of the charter, any other railroad was proposed to be constructed running so near the railroad of your

complainants, and in such direction and manner that the probable effect of such other railroad, if authorized to transport persons, property, and the mail, would be to diminish the number of passengers travelling between the city of Richmond and the city of Washington upon the railroad of your complainants, or to compel your complainants, in order to retain such passengers, to reduce the passage money, then the State designed to contract, and your complainants are advised and insist did contract, that it would not allow such other railroad to be constructed at all within the period aforesaid. Both the terms of the enacting clause, in the said 38th section, and the proviso thereto, shew such to have been the intent and meaning of the contract.

Now your complainants charge, that not only the probable, but the certain, effect of the railroad proposed to be constructed, under the act of the 27th of March, 1848, if the transportation thereon of persons, property, and the mail be allowed, would be to diminish the number of passengers travelling between the city of Richmond and the city of Washington, upon the railroad of your complainants, or compel them, in order to retain such passengers, to reduce the passage money. And it is manifest on the face of the said act, that such was its object; for, in the seventh section thereof, it is enacted, that, in case your complainants should, at their next annual meeting, after the said act passes, agree, from the expiration of the present contract with the Louisa Railroad Company, to transport all passengers and freight brought to their road by the Louisa company, from the Junction to the city of Richmond, at the same rates per mile as may, at the same time, be charged by the Louisa company on the same passengers and freight, and also agree to carry all passengers and freight entered at the city of Richmond, for any point on the Louisa railroad, at the same rate per mile as is charged at the time, for the same, by the Louisa Railroad Company, and should also agree to certain other things, then the said act to be void, otherwise it was to remain in full force. The plain and manifest object and intent of the said act is, then, to coerce your complainants to reduce their rates for passengers and freight below what (but for the said act) they might lawfully have charged, or encounter the rivalry of the Louisa Railroad Company along twenty-five miles of their line Now your complainants are advised and insist, that if the legislature of Virginia had, by any direct act of legislation, required your complainants to reduce their rates below what (but for the said act) might lawfully have been charged along this or any other portion of their line, such an act must have been regarded as passed to impair the obligation of the contract between the State and your complainants, and therefore repugnant to the constitution, both of this State and the United States. And your complainants are advised, it is clear that the legislature of Virginia cannot lawfully invest the Louisa Railroad Company with a power which the legislature could not lawfully exercise itself.

Yet the power with which the legislature of Virginia has invested the Louisa Railroad Company will be exercised to the injury of your com-

plainants, unless the exercise thereof be restrained by this court. Let the rates for transportation of passengers be lower between Richmond and the Junction, on the road of the Louisa Railroad Company, than on the road of your complainants, and the effect is not only probable but necessary. A traveller from Richmond to Washington would be able to travel on the Louisa road to the Junction, and then transfer himself to the railroad of your complainants; while a traveller from Washington to Richmond, after passing on the railroad of your complainants to the Junction, would be able to transfer himself to the road of the Louisa company. And thus the necessary effect would be to diminish the number of passengers travelling between the one city and the other upon the railroad of your complainants, or compel them, in order to retain such passengers, to reduce the passage money. It is no answer to say, your complainants may raise the charge between the Junction and Washington, so as to compensate for any loss between the Junction and Richmond; for, if your complainants should charge, as their charter allows, for each person, eight cents per mile from Richmond to the Junction, and eight cents per mile from the Junction to the Potomac, the Louisa Railroad Company might make their charge between Richmond and the Junction so much less than eight cents per mile, that either the number of passengers, travelling between Richmond and Washington, would be diminished upon that part of the railroad of your complainants which is between Richmond and the Junction, or else your complainants, in order to retain such passengers on that part of it, would be compelled to reduce the passage money on the same. Moreover, if the legislature of Virginia can authorize the construction of a railroad from Richmond to the Junction, they might afterwards authorize the construction of another railroad from the Junction to Fredericksburg, or even to the waters of the Potomac. And thus the number of passengers travelling between Richmond and Washington, would be diminished upon every part of the railroad of your complainants, or your complainants be compelled, in order to retain such passengers, to reduce the passage money throughout their whole line. Indeed, at the very same session of the assembly, at which the act passed for the extension of the Louisa railroad to the city of Richmond, two other acts passed, to wit, one on the first of April, 1848, (page 189 of the session acts,) "to incorporate a company to make a railroad from the town of Fredericksburg to the town of Orange;" and the other on the 27th of March, 1848, (page 191 of the session acts,) "to incorporate the Orange and Alexandria Railroad Company," to make a railroad from Gordonsville to the city of Alexandria; and if this railroad and the proposed railroad from the Junction to Richmond be both constructed, there will then be a continuous line of railroad from Richmond to the waters of the Potomac.

The nature and effect of the railroad so proposed to be constructed between the Junction and the city of Richmond, being such as herein before stated, your complainants are advised and insist, that it is proper all further proceedings for the construction thereof, and all trans-

portation thereon, whether of persons, property, or the mail, shall be enjoined. If, however, there were any good foundation for the position taken on behalf of the Louisa Railroad Company, that your complainants are to be protected only as to passengers, your complainants would then insist that the protection shall be not only as to passengers who travel over the whole of their railroad, but also as to passengers who travel over only a portion of it; they would insist, in that case, that he who travels over such portion equally with him who travels over the whole line, is a passenger travelling between, that is, over the whole or some part of the intermediate space between the cities of Richmond and Washington; and they would further insist, in such case, that either the construction of the proposed railroad must be enjoined, until the expiration of the thirty years from the completion of the railroad of your complainants to the town of Fredericksburg, or else the transportation of passengers must be restrained thereon forever; for it is plain the protection as to passengers will not be preserved to the extent to which it is granted, if immediately on the expiration of the said period of thirty years there can be opened for the transportation of such passengers a railroad constructed within that period.

Your complainants are informed that the president and directors of the Louisa Railroad Company rely on the 18th section of the act passed the 18th of February, 1836, "incorporating the stockholders of that company," which, following a section relating to proceedings for ascertaining the damages to a proprietor for the condemnation of his land, is in these words: "In the mean time, no order shall be made and no injunction shall be awarded by any court or judge to stay the proceedings of the company in the prosecution of their works, unless it be manifest that they, their officers, agents, or servants, are transcending the authority given to them by this act, and that the interposition of the court is necessary to prevent injury that cannot be adequately compensated in damages." There being such a provision, your complainants have deemed it most proper, instead of making an ex parte application for an injunction, to give full notice of that application, by the service of the subpœna in this cause, and to defer making the application until the defendants shall have had a reasonable time to answer this bill. But your complainants insist that, notwithstanding the said 18th section, the Louisa Railroad Company may be stayed in the prosecution of their work between the Junction and the dock in the city of Richmond, first, because the said 18th section does not apply to this work; secondly, because even though the act of the 27th of March, 1848, should be construed as if the said 18th section were a part of it, the Louisa Railroad Company, their officers, agents, or servants, are transcending the authority given them by the said act, and the interposition of the court is necessary to prevent injury that cannot be adequately compensated in damages; and, thirdly, because if the authority given them by the said act be not transcended, then the said act impairs the obligation of the contract between the State of Virginia and your complainants. But whether an injunction shall or shall not be awarded to stay the Louisa

Railroad Company from proceeding further in the construction of a railroad between the Junction and the city of Richmond, your complainants are advised and insist that transportation thereon cannot be allowed, in violation of the 38th section of the charter of your complainants, but must be enjoined and restrained. If the authority, which the president and directors of the Louisa Railroad Company are proceeding to exercise under color of the said act of the 27th March, 1848, be not enjoined and restrained, your complainants are advised it must be, because the said act is construed as intending to give such authority; and if the said act be construed as intended to give such authority, then your complainants insist that the same is invalid, on the ground of its being repugnant to the Constitution of the United States.

Your complainants rely especially on the first clause of the tenth section of the first article of the Constitution of the United States, prohibiting a State from passing any law impairing the obligation of contracts, and insist that, according to the true construction thereof, they must be protected in the enjoyment of the rights which they claim. The proceedings apprehended, to which the injunction is desired to be awarded, are partly in the county of Henrico, in which county the city of Richmond is, and partly in the county of Hanover. And the defendants have been served with process to answer this bill in the said county of Henrico.

In consideration of the premises, your complainants pray that the Louisa Railroad Company may be made defendants hereto, and make true and direct answer to all the matters aforesaid, and that as fully as if the same were here repeated, and they particularly interrogated thereto; that the said defendants, their president and directors, their officers and agents, the contractors under them, and all others concerned, be enjoined from taking, occupying, or entering upon any lands which have been condemned or laid out by your complainants for their railroad or works; that they be enjoined from constructing a railroad across the railroad of your complainants; that they be enjoined from all further proceedings towards the construction of a railroad between the junction of the Louisa railroad with the railroad of your complainants and the dock in the city of Richmond; that they be enjoined from transporting on the railroad so proposed, persons, property, or the mail, and especially from transporting thereon passengers travelling between the city of Richmond and the city of Washington. And that your complainants may have all such further and other relief as the nature of their case may require, and to the court shall seem proper.

MACFARLAND, RHODES, & ROBINSON,
Counsel for Plaintiffs.

CITY OF RICHMOND, *to wit:*

This day, Edwin Robinson, president of the Richmond, Fredericksburg, and Potomac Railroad Company, appeared personally before me, a justice of the peace in and for said city, and made oath in due form

of law, that the statements and allegations in the foregoing bill, so far as they are within his own knowledge, are true; and so far as they are made on the information of others, he verily believes them to be true.

Given under my hand this first day of May, 1849.

JOHN L. TATE.

Exhibit No. 1, *with the bill.*

At a meeting of the president and directors of the Richmond, Fredricksburg, and Potomac Railroad Company, on Wednesday, the 20th day of April, 1836, the following communication was received from Frederick Harris, esq., one of the commissioners named in an act passed the 18th of February, 1836, incorporating the stockholders of the Louisa Railroad Company:

FREDERICK'S HALL, *April 2d*, 1836.

GENTLEMEN: I have been directed, by instructions in writing from the commissioners appointed by an act of assembly to open books in Louisa and Gordonsville to receive subscriptions to the stock of the Louisa Railroad, to confer with you, anterior to opening the books, in relation to certain stipulations which we deem it important to enter into between the two companies. I shall be in Richmond about the 18th instant, at which time I should be very glad to conclude the business and advertise for opening the books. I have very recently received a communication from Mr. Warrall, in which he mentions that your chief engineer would be in Richmond in about six weeks. Could you not consult with him, in the mean time, through the post office, in relation to our propositions which we have to make to you, as follows, viz:

1st. That we shall not be compelled to remove our loading from one set of cars to another on arriving at the point of intersection of the two roads; and for the purpose of accommodating the trade and travel between Richmond and the western termination of our road, the expense of the cars be borne by the two companies, in proportion to the ratio which the length of your road from Richmond to the point of intersection may bear to the average distance of transportation on our road.

2dly. That the expense of the necessary buildings and fixtures at the intersection of the two roads be borne equally by the two companies.

3dly. To guard against the possibility of unequal burdens being placed on our trade, to encourage the travel on your road, that you stipulate, in any reductions you make from the rate of toll allowed by your charter, that you will reduce the tolls upon the trade fully as much as upon the travel, in proportion to the amount of each; or if you prefer it, that you will not exceed the rates of toll which may from time to time be established by our company.

I conceive that these requisitions are founded on equitable principles, and we ask nothing more. If, however, contrary to our expectations,

you should think otherwise, we could bind ourselves mutually to submit them to the decision of the legislature, or to two or more disinterested engineers of distinction.

Very respectfully,
Your obedient servant,
FRED. HARRIS.

On consideration whereof the following was adopted: The act passed February 18th, 1836, incorporating the stockholders of the Louisa Railroad Company, provided for the construction of a railroad to unite with the Richmond and Fredericksburg railroad, and which, if constructed, will, in the opinion of this board, add largely to both the trade and travel of the road under their charge. Entertaining this opinion, the board has been pleased to see that measures have been taken to promote the construction of this lateral road, and is willing, on its part, to do what it can, within the scope of its powers, to forward the object.

The relation between the Petersburg Railroad Company and the Greensville and Roanoke Railroad Company is similar to that which will exist between the Richmond and Fredericksburg Railroad Company and the Louisa Railroad Company. It was thought, in the case of the Greensville and Roanoke company, that the construction of their railroad would be promoted by relieving that company of the outlay necessary to be incurred for the purpose of transportation; and at the last session of the general assembly an act was passed, authorizing the Petersburg Railroad Company to enter into arrangements with the Greensville and Roanoke company for effecting the transportation on the road of the latter company, and authorizing the Petersburg company to add to its capital stock so far as necessary for the purpose, and to provide for the increased trade and travel on the Petersburg road. This board has no doubt that if the Louisa Railroad Company shall desire it, the general assembly will authorize the Richmond and Fredericksburg company to enter into arrangements with the Louisa company for effecting the transportation on the Louisa road, and authorizing the Richmond and Fredericksburg company to add to its capital stock as far as necessary for this purpose, and to provide for the increased trade and travel which will come on the Richmond and Fredericksburg road. And when such an act shall be passed, this board will be willing, with the assent of the stockholders in the company, to arrange with the Louisa Railroad Company for the general transportation by this company on the Louisa railroad, on terms fair and equitable, and advantageous to the interests of both companies. But lest no such act should be passed, or, though the act be passed, lest from any cause no such arrangement should be made, this board is willing to state what its course would be in any such event, in relation to the receipt and delivery at the point of connexion, and the charges for transportation.

For transporting persons and property from or to the point of con-

nexion with the Louisa railroad, this company would in no case charge more than would be charged for the transportation of other persons and property received upon or delivered from the cars of the Richmond and Fredericksburg road at the same point.

In regard to the relative charges on persons and goods, the board, so far from contemplating a less reduction of tolls in future upon goods than persons, stated in their report to the second meeting of the stockholders, that when the maximum dividend allowed by the charter could be received from the travel, it would be the clear policy of the company to charge on the transportation of produce and merchandise tolls very little, if at all, higher than would be necessary to pay the expenses of transportation, and to look for the profits of stockholders to the travel chiefly, perhaps entirely. But this board is willing to place this subject upon a footing which must be acceptable to the Louisa Railroad Company. It is willing to say, that upon being informed by the Louisa company of the tolls charged upon the Louisa road, it will adopt their tolls as the tolls of this company for the transportation of persons, produce, merchandise, and other goods, received from or delivered upon the cars of the Louisa company at the points of connexion, and charge for the same only so much per mile as may be charged on the Louisa railroad; with this proviso, however, that the rates fixed by the Louisa company be such as to enable that company, after the payment of all necessary expenses, and setting apart a fair and reasonable sum for renewal and repairs, as required by their charter, to divide at least six per centum per annum on the capital stock invested in it.

This board is willing further to say, that if the Louisa railroad be connected with the Richmond and Fredericksburg railroad at a point and upon a plan approved by the engineers of the two companies, and the cars of the Louisa railroad be brought to such a point as may be designated by the engineers of the two companies, should there be no arrangement rendering it unnecessary to make a transhipment of produce, merchandise, or other goods from the cars of the one company to the cars of the other, such transhipment shall be made by the officers and agents of this company without charge.

A true copy.

C. W. MACMURDO, Jr.

Exhibit No. 2.

At a meeting of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, held on the fifth day of July, 1837, Frederick Harris, esq., president of the Louisa Railroad Company, attended and submitted his views in relation to the transportation on the Louisa railroad: whereupon,

Resolved, That the president be empowered to contract with the Louisa Railroad Company to do the transportation on their road for the period of one year from the time of opening the same for transportation.

2307.

At a meeting of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, held on the eighth day of November, 1837, the president stated, that under a resolution of the board, adopted on the 5th of July, empowering him to contract with the Louisa Railroad Company to do the transportation on their road for the period of one year from the time of opening the same for transportation, he had addressed to the president of the Louisa Railroad Company a communication to the following effect:

JULY 5, 1837.

TO FREDERICK HARRIS, esq.,
President of the Louisa Railroad Company.

DR. SIR: The same motives which prompted some of the largest stockholders in this company originally to suggest, and afterwards to promote, by individual subscriptions, the enterprise in which you are embarked, have had an influence in considering your application. It is obviously for the interest of this company that your road should be extended, and it is clear, that if you do your own transportation, and employ a large portion of your capital in fitting up workshops, and providing yourselves with locomotives, cars, and carriages, you cannot extend your road so far as it would be in your power to do if freed from this expense. I feel well satisfied, also, that fixed as this company now is, it can do the transportation on your road with a smaller outlay of capital for that purpose than you would have to expend. But some would be necessary, and for all our present capital we have ample use on our main northern and southern line. The more, too, that your road may be extended, the more capital we shall require to do your transportation.

As we have no capital at present which we could afford to devote permanently to your road, it is necessary that the authority to increase should be obtained before any permanent arrangement can be made between us. Any such arrangement must, therefore, be deferred until after the next session of the general assembly.

In the mean time, as it is important to you that some temporary arrangement should be made, I am willing to agree, on behalf of this company, to do the transportation on your road as soon as it is completed as far as Frederick's Hall depôt, and to continue to do so for the period of one year from the time of opening the same for transportation, unless you should be sooner provided with workshops and with locomotives, cars and carriages, to transport for yourselves. This agreement to be upon the following terms, to wit:

That proper rates for the transportation of persons and property be fixed on between the presidents of the two companies, and approved by their respective boards, before the transportation is commenced, and that such rates be not altered afterwards during the year, except by the mutual consent of both boards.

That any agreement for the transportation of the mail on the Louisa road shall be made by the presidents of the two companies, or by one of them with the consent of the other.

That when the Louisa board desires to allow persons to pass free on their road, they shall signify their wish by a resolution to that effect, and to such persons suitable tickets will be given by this company. Persons whose tickets only entitle them to pass free on the Richmond and Fredericksburg road, must of course pay on the Louisa road, and those whose tickets only entitle them to pass free on the Louisa road, must pay when they go on the Richmond and Fredericksburg road.

That the Louisa company shall have the right, which the president of that company desires to reserve, of establishing a turn-out at their own cost, midway between the point at which the two roads join and their first depôt, another between their first and second depôt, and another between their second depôt and Louisa court-house, making three altogether. At these turn-outs the trains are to stop to receive and put out passengers and freight, as well as at the depôts, but they are to be under no necessity of stopping elsewhere.

That the transporting company shall run a daily line of cars, each way, on the road, for the transportation of persons, property, and the mail, and if this one line be found insufficient, will run as many extra lines as may be necessary to transport, within a reasonable time, all the freight which may offer; and, in short, will do whatever would devolve on the Louisa Railroad Company as transporters, if they did their own transportation.

That the gross receipts be divided in like manner as has been agreed on between the Petersburg Railroad Company and the Gaston and Raleigh Railroad Company; that is to say, the two companies shall each have one-half the gross receipts from the transportation of property and the mails, and the Louisa Railroad Company shall have two-thirds, and the Richmond, Fredericksburg, and Potomac Company one-third, of the gross receipts from the transportation of passengers. But instead of the Louisa Railroad Company keeping their road and depôts in good order, the transporting company is to do it, for which they are to have such a sum as may be agreed upon between the president and directors of the two companies, to be equal to the expense thereof; or in case of disagreement between them, then such sum as may be fixed on by the engineer who superintends the transportation of the Petersburg Railroad Company.

That if the table of rates which may be fixed on for the transportation of persons and property shall embrace the whole charge between Richmond and the point of receiving or delivering on the Louisa road, the receipts shall be divided first in proportion to the distance transported on each road, and the portion which shall be for transportation on the Louisa railroad shall then be subdivided between the two companies, as hereinbefore mentioned.

That on the 31st of May the Louisa Railroad Company shall be entitled to receive its share of income to the first of that month, and on the 30th of November to the first of that month, and at the end of the year its share to that time, unless before then some other arrangement shall be made for this company's continuing to do the transportation.

That at the end of the year the road shall be left in as good order as the Louisa company may reasonably expect; and in case of difference on the subject between the two companies, such difference shall be adjusted by the engineer of the Petersburg Railroad Company, on such terms as may seem to him reasonable.

You can lay this communication before your board of directors. The terms which are here suggested are almost entirely such as were proposed by yourself. If the Louisa board approve these terms, and give you the authority which the Richmond and Fredericksburg company has given to me, we can then agree upon the table of rates, and come to a definite agreement.

Respectfully, yours,

CON. ROBINSON.

And the president also laid before the board a copy of a resolution adopted at a meeting of the president and directors of the Louisa Railroad Company, held the 10th of July, 1837, authorizing and empowering the president of that company to enter into an arrangement with the president of this for effecting the transportation upon the Louisa road upon the terms and conditions specified in the communication aforesaid, which arrangement the president stated was now considered as made.

Whereupon, resolved, that the board approve the arrangement so made.

True copies: C. W. MACMURDO, JR.

Exhibit No. 3.

At a meeting of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, held on Thursday, the 14th day of June, 1838—

The president laid before the board the following communication from Frederick Harris, esq., president of the Louisa Railroad Company:

"RICHMOND, *June* 1, 1838."

"TO CONWAY ROBINSON, esq'r,
Pres't R., F., & Potomac Railroad Co.

"DEAR SIR: I propose, on the part of the Louisa Railroad Company, to contract with you, on behalf of the Richmond, Fredericksburg, and Potomac Railroad Company, for doing the transportation by the last named co. on the Louisa railroad, for a term to expire with the contracts to be entered into the present year for the transportation of the mails in Virginia. The renewal of the existing contract entered into between us in conformity with the stipulations contained in your letter to me of the 5th day of July, 1837, will be satisfactory to me, and I doubt not will be assented to —— by you. Be so good as to have this letter copied and your answer appended to it, and forward as early as convenient.

"Very respectfully, your friend and servant,

"FRED. HARRIS."

And the president read to the board his letter to Mr. Harris of the 6th of June, a reply from Mr. Harris of the 7th of June, and a further letter from himself to Mr. Harris, dated the 11th of June; on consideration whereof, resolved, that the president be empowered to contract with the Louisa Railroad Company to do the transportation on their road after the expiration of the year for which the existing contract has been made; that the terms continue the same that are set forth in the letter of the 5th of July, 1837, from the president of this company to the president of the Louisa Railroad Company; that the contracts continue the same period for which a contract may be entered into during the present year with the Postmaster General of the United States for the transportation of the mail on the Louisa railroad; and that the following table of rates for the transportation of property, (other than plaster, marl, lime, and shells,) which has been fixed on between the presidents of the two companies, be, and the same is hereby, approved by this board:

Between Richmond and.....	1st turnout.	Beaver Dam.	2d turnout.	F. Hall.
Grain in bags furnished by the owner, per 100 lbs..	$0 12	$0 14	$0 16	$0 18
Grain in bags furnished by the company, per 100 lbs.	14	16	18	20
Tobacco in hhds.....	18	20	23	25
Coal per 4-peck bushel, weighing 70 lbs.....	8	9	10	11
Coal per 4-peck bushel, from Hungary or Deep Run	7	8	9	10
Shingles, hoop poles, staves, undressed timber, and plank, per car load of 2 cords, not exceeding 3 tons in weight.....	5 25	6 00	6 75	7 50
Bar iron and pig iron, per 100 lbs.....	14	16	18	20
Bark per car load of 2 cords.....	3 50	4 00	4 50	5 00
Apples per barrel.....	22	25	28	31
Flour per barrel, and salt per sack.....	28	32	36	40
Beef, pork, and fish per barrel.....	35	40	45	50
Molasses, brandy, rum, whiskey, or liquors of any kind, c. hhds or puncheons, 4 times the price per barrel.....	35	40	45	50
Chairs and empty barrels, each.....	7½	8	8½	9
Furniture per cubic foot.....	5½	6	6½	7
Furniture per car load weighing less than 2½ tons...	7 25	8 00	8 75	9 50
Carts, Jersey wagons, gigs, and other 1-horse vehicles, also horses and cattle, each.....	.....	3 00	.....	3 50
Carriages, barouches, and other vehicles, for two or more horses, ¼ price when equipage of travellers.				
Hogs, sheep, and calves, (shoats and lambs ½ price;) no calves after June, no lambs after August.....	.....	40	.....	45
Manufactured iron, hardware, dry goods, leather, Spanish hides, groceries, and other articles not enumerated.....	16	18	20	22

Every charge in this table is subject to this proviso, that the charge for a single consignment is in no case to be less than twenty-five cents. These rates include the charges for receiving and weighing the articles, transporting them on the road, and delivering them at the depôts.

The foregoing is a true copy.

C. W. MACMURDO, Jr.

Exhibit No. 4.

At a meeting of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, held on Tuesday, the 1st day of May, 1838—

The president and directors being of opinion that, by reducing the rates of transportation upon plaster, marl, lime, and shells, the use of the same upon lands convenient to the railroad may be promoted and the country thereby improved, deem it advisable to aid in producing this result by making the tolls on these articles lower than the average rate at which railroad transportation can be afforded. It is therefore resolved, that for the transportation of plaster, marl, lime, and shells, the charge per ton shall hereafter be as follows, to wit:

From Richmond to Taylorsville, 95 cents; to the junction with the Louisa road, $1 00; to Chesterfield, $1 12½ cts., and to Milford, $1 37½ cents. From Fredericksburg to Ginney's, 75 cts.; to Milford, 95 cents; and to Chesterfield, $1 12½ cents.

And, provided the president and directors of the Louisa railroad assent thereto, from Richmond to Beaver Dam, $1 25 cents; to Fredericksburg, $1 50; and to Louisa court-house, when the railroad shall be in use so far, $1 75 cts.

In agreeing to transport at these low rates for the advantage of the land owners, the company will expect to be relieved from loading the cars and generally from unloading them also, and to be free from risk or responsibility on account of loss or injury in the transportation.

A true copy. C. W. MACMURDO, JR.

Exhibit No. 5.

At a meeting of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, held on Tuesday, the 20th day of November, 1838:

The following communication was received in relation to the contemplated extension of the railroad from Fredericksburg to the Potomac:

"CONWAY ROBINSON, ESQ.

MY DEAR SIR: As there is a prospect of the speedy completion of the Raleigh and Gaston railroad, and of its extension into South Carolina, it becomes a subject of great interest to us all, that the whole line of railway communication from north to south should be rendered as complete as practicable, and that all just cause of complaint on our line should be removed. Among the obstacles now subsisting, there is none which is more frequently and deservedly the subject of complaint by travellers, than the want of some comfortable mode of transportation between Fredericksburg and Potomac creek, or some other point on the Potomac, from which steamboats can ply without difficulty to Washington city. Besides the difficulty of keeping a sufficient supply of coaches and horses on this part of the road, for the accommodation

of the large travel which already takes this direction, and which we believe would be very much increased but for this chasm, the exposure to which passengers are subjected by being roused from their beds at an unreasonable hour of the night, and being compelled to encounter all kinds of weather, the uncertainty of keeping up a connexion with your road, and the frequent failures which occur, are of themselves sufficient reasons to satisfy us of the importance of extending your road to Potomac or Acquia creek, whichever may be ascertained to be most practicable. When this shall be done, by putting a good ice-boat on the river, there would be but few days, even during the severest cold of the winter, when the travel would be at all interrupted.

Convinced that you are fully satisfied of the necessity of constructing this road, and that no reasons can be urged, of which you are not fully apprized, I have merely thought it necessary to call it to your attention, and to beg that you will urge upon your stockholders and directors the importance of taking steps to effect this, as soon as the situation of your affairs will justify it; and as the receipts upon your road are daily increasing, we hope that you will very soon be in this situation.

I pray you to excuse my interfering in a matter with which I am not more immediately connected, and to attribute my interference to the interest which I feel in the prosperity of the whole line.

I am, very respectfully, your ob't

G. W. MORDECAI,

President R. & G. Railroad Co.

Oct. 1838."

"*To the President and Directors of the Richmond, Fredericksburg and Potomac Railroad Company.*

GENTLEMEN: Permit us to address you on a subject in which we all have a common interest, but which, by your charter, is placed under your exclusive control. We allude to the extension of your road to the Potomac. The expediency, the necessity of that extension is too obvious to be overlooked or doubted. There is not now, in our judgment—there is not likely to be for a long time to come, any practicable alternative by which the chasm in our line northward can be supplied. We perceive, from your public acts, that such is your own opinion, and we should regard it, therefore, as superfluous, if not disrespectful, to enter into a discussion of this point. We are aware of the causes which have hitherto prevented you from undertaking this work, and have felt their force too strongly to impute the least blame to you for having yielded to it.

We would suggest to you, however, that these causes have now passed away. Your stockholders have performed their engagements to other companies, and are left free to complete this engagement to you. Your own resources are greatly augmented, the country is returning to its former prosperity. The increasing trade and travel, which demand, and will repay the cost of this accommodation, will, unless it be supplied, flow into other channels.

We do not doubt that you will obtain without difficulty the means of accomplishing this work, without making demands upon your stockholders too sudden and heavy, to be easily borne. If we had a doubt of that, much as we desire the work to be done, we would not recommend it.

That public spirit which devotes private wealth to public improvement is a virtue so rare, that it needs to be cherished as much as it deserves to be applauded, and it has been so strongly manifested by your subscribers, that we would be unwilling to subject them to any great present inconvenience, though sure they would be in a short time amply rewarded.

We repeat, that no such consequence is, in our judgment, to be apprehended. We should hope that the Commonwealth, interested in every way, as she is, in the completion of this line, would not refuse you the aid of a temporary advance. The banks of the State, whose interest is identified with that of the community, being now relieved from the pressure which lately contracted their power, will be able to find no safer or more commendable use of a portion of their means, than in aiding this enterprise. And capitalists, not those only who are already interested in the line, but others who may be seeking for a profitable and useful investment, will find none more desirable in either respect than this work will afford. Should it be in the power of the companies which we represent to afford you any pecuniary aid, we do not doubt that it will be readily granted. Of such aid, however, we are not authorized under present circumstances to offer you the least assurance. In conclusion, permit us to remark, that you cannot but be sensible of the position which you occupy in this matter. The State has not given to you the exclusive power of making this extension, without imposing upon you a correlative duty—the duty, namely, to make it so soon as the public interest and your own should concur in its favor, and you should have the means to accomplish it.

We trust, gentlemen, that you will find in the deep interest which we have in this work, a sufficient apology for thus addressing you. And we have the honor to be,

Most respectfully, your ob't serv'ts,

CHARLES F. OSBORNE,
President Petersburg R. R. Company.
FRED'K HARRIS,
President Louisa R. R. Company.
H. RHODES,
President Rich'd and Pet'g R. R. Co.

Nov. 19*th*, 1838.

A true copy. C. W. MACMURDO, Jr.

Exhibit No. 6.

At an adjourned meeting of the stockholders, held on Tuesday, 28th May, 1839:

The committee, to whom was referred so much of the report as relates to the extension of the railroad from Fredericksburg to the Potomac, and the act directing the State's guarantee to be given to a loan for that purpose, respectfully submit the following report:

At an early period, the stockholders declared that they deemed it advisable to extend the railroad from the point of termination in Fredericksburg to the Potomac river, or some of its creeks, so as to form a complete railroad and steamboat line. Before, however, the extension could be made, the Commonwealth, who was herself a large stockholder, indicated by her legislation a doubt as to the policy of the measure. It is gratifying to find from the act above mentioned, that no such doubt any longer exists, and that the Commonwealth is now willing to cooperate with the individual stockholders in carrying on this work. In this point of view, independently of any other, the act affords cause of gratulation, and whether or no the stockholders shall give their assent to the change in their charter, which the act contemplates, it should serve to confirm them in their purpose, and lead them to take such measures for prosecuting the work, as are authorized by the existing charter, and may be found practicable.

Upon examination of the act in question, it is found to contain the following proviso: That before the guarantee shall be given by the treasurer, "the stockholders in general meeting shall direct their president and directors to pledge the profits upon the stock of the company held by subscribers other than the Commonwealth, or so much thereof as may be necessary, to the punctual payment of the principal and interest on the certificates of debt issued under authority of this act." If this proviso be construed according to its literal interpretation, it is certainly objectionable. There is no distinction known to our charter, between the stock raised to make the road from Richmond to Fredericksburg, and that raised for the work from Fredericksburg to the Potomac. Every stockholder is interested in the income upon the whole line from Richmond to the Potomac, and the benefit of the improvement from Fredericksburg to the Potomac will be felt by the Commonwealth more than by any individual stockholder; for she will feel the benefit in increased dividends, not only upon her stock in this company, but also upon the large amount of stock held by her in the railroads south of us, from Richmond to the Roanoke. In no point of view can it be right that the Commonwealth should enjoy this benefit in common with the individual stockholders, without sharing the burthen which they are to bear. If the income, to arise from the work from Fredericksburg to the Potomac, is to swell the Commonwealth's dividends, it can never be right that the interest upon the cost of that work should be exclusively paid out of the profits upon the stock of individuals. It being plain, that it would work manifest injustice to construe this act according to its letter, we are inclined to think that the intention of the legislature must have been different. Our impression is, that if the act should be accepted, the money borrowed, and the road built, the proper course would be to pay out of the income upon

the whole line from Richmond to the Potomac: 1st. The expenses of conducting the business; and 2ndly, the interest upon all loans, whether those loans should be for constructing one part of the line or another; and then 3rdly, to divide the nett profits remaining amongst all the stockholders, as well individuals as the Commonwealth, in proportion to the amount paid upon the stock of each stockholder. Believing this to have been the real intention of the legislature, it seems to us that there will not probably be any serious difficulty in obtaining from the general assembly at its next session a suitable amendatory act.

Under the present charter, the company is allowed to charge for the transportation of the mail such sum as it may agree for. If the company accept the provisions of the act, it is then to be subject to the 36th section of the act, prescribing regulations for the incorporation of railroad companies, which provides that "it shall be competent to the general assembly to provide by law for the transportation of the United States mail over any railroad for a fair and adequate compensation, and to provide the means of ascertaining such compensation." The whole income, which has so far been received from the mail, passengers, and freight, has yielded but moderate dividends to the Commonwealth upon her stock, and to the individual stockholders upon theirs. In regard to the mail service, we are informed by the report of the president and directors, that the company has not yet been able to obtain from the Post Office Department, for carrying the mail, at any hour which may be prescribed by the Department, whether day or night, a compensation equal to that paid the companies north of Washington city for carrying the mail in the day time, at certain specified hours, agreed upon between those companies and the Department. That it ought to receive equal compensation for equal services seems but just and reasonable, and if the condition had this qualification annexed to it, that the company should not be compelled to receive less, we do not perceive that there would be any just ground of objection to it.

By the present charter, all the machines, wagons, vehicles, and carriages, purchased with the funds of the company, and all other works constructed under the authority of the act, and all profits which shall accrue from the same, are exempt from any public charge or tax whatsoever. But if, at any time hereafter, the rates of toll allowed shall enable the president and directors, after the payment of all necessary expenses, and after setting apart a fair and reasonable sum for the renewal and repairs of the road, warehouses, depôts, and other constructions, and of the machines, cars, and other vehicles of transportation, to divide more than fifteen per cent. on their capital stock invested, then the rates of toll are to be so reduced by the president and directors, as to enable them to divide fifteen per cent. and no more. If the company accept the provisions of the act in question, it is on condition that the legislature shall have the right to tax the stock and property of the company; but with this limitation, that no tax shall at any time be imposed on the stock of the company exceeding on each share of stock the sum that, at the time of levying the tax, shall be imposed on each hundred dol-

lars' worth of land in this Commonwealth, according to the ad valorem taxation of lands; nor on any other property of the company, except its lands, houses, slaves, and horses, upon which the tax assessed is in no case to exceed that assessed upon like property held by individuals. The reservation of a right to tax lands, houses, slaves, and horses, as well as to tax the stock, may very properly be objected to in this, that the money paid by a stockholder upon his shares of stock is applied to the purchase of the lands, houses, slaves, and horses, and if the same individual is charged a tax upon his stock, and also upon the subject procured by it, he is taxed twice upon the same thing.

If the terms and conditions of the act in question affected only citizens of this Commonwealth, our anxious desire to see the improvement made, and our confidence that the legislature would afford relief against such provisions of the act as operate harshly, might have great influence upon our course. But there are stockholders to a large amount, residing out of the State, and chiefly in the city of Philadelphia. These residents in Philadelphia invested their capital under a charter of a particular character, and it is understood that they are unanimously opposed to the changes in the charter which the late act contemplates. We do not think that it would be correct in principle, or consistent with sound policy, even if we had the power, to compel them, after getting a large amount of their money under one charter, to accept another of a very different character. We do not think it would be right to compel them to this, when we are distinctly informed, and perfectly satisfied, that, if at the time of their subscription the charter had contained such provisions as are introduced into the late act, they never would have become subscribers.

Under such circumstances, the wisest and the best course seems to us to be, not at this time to act finally upon the question of accepting or rejecting the act, but to leave the subject open, under a hope that the general assembly will, at its next session, make such modifications of its provisions as will remove the strong objections to the act, which are now felt by the stockholders out of the Commonwealth, and make it more satisfactory also to our own citizens. In the mean time, it seems to us that the present season ought not to be entirely lost. At the last annual meeting, the president and directors stated in their report, that it did not seem to them that it would be advisable to commence the work, until the land owners, who would be benefitted by it, should have given relinquishments of damages on fair terms. We are informed that, during the last summer, notices were given to all the land owners, for the appointment of commissioners to assess the damages on the route from Fredericksburg to Aquia creek, and that in the fall damages were assessed on the whole route, but that the assessments then made have not yet been acted on. We think the president should have them acted upon, and this part of the business brought to a close as soon as practicable. Besides doing this, we think that to ensure the completion of the bridge across the Rappahannock, as soon as the graduation can be done upon the line, the board should cause the piers to be erected for

the bridge during the present season, and if there be any other work that will require more than the average time, and not involve a large expenditure, should cause such work to be done. It seems to us there can be no difficulty in effecting this much, at all events; because, if the means should be wanting, the money that would otherwise be applicable to the fall dividend, can, if necessary, be temporarily used for the purpose, and scrip issued for the payment of the same to the stockholders, with interest, at such time as would suit the convenience of the company.

We would not, however, be understood as desiring to restrict the president and directors to this fund. They have power under the act of incorporation to borrow money for the purpose of carrying on the work, and to issue certificates or other evidence of any loan which may be made. Should they find it practicable to borrow to the extent required on fair terms, they will, no doubt, deem it more expedient to do so, than to appropriate the dividend fund."

And the question being taken upon agreeing to the said report, the same was adopted by the vote of the individual stockholders without division or dissent, the proxy for the board of public works having declined to vote on the question.

A true copy. C. W. MACMURDO, Jr.

Exhibit No. 7.

Extract from the annual report of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Co. to the board of public works, made in November, 1839.

The table No. 5 will show the current expenses paid by the company in the last eleven months to be, exclusive of interest, $124,315 42; whereas the current expenses of the twelve months anterior to the 1st of Nov., 1838, also exclusive of interest, were only $75,473 72. To account in a great measure for so great a discrepancy, it is necessary to make the following statement: It is proper to premise that all the trains that run from Richmond to the coal pits, a distance of 12 miles, and all that run between Richmond and the present termination of the Louisa railroad, a distance of 63 miles, are independent of those which run between Richmond and Fredericksburg, and go the whole distance between the several points. It is proper also to state that the Louisa road was opened for business to Frederickshall, a distance from Richmond of 46 miles, on the 22d Dec., 1837, and extended to the court-house on the 28th Dec., 1838, a distance of 12 miles, and farther extended to Trevillian's on the 1st of August, 1839, a distance of 5 miles; and that the coal-pit road was opened on the 1st Sept., 1838. The train to Louisa pass over 24¼ths miles of our road. It follows, therefore, that an additional transportation has been performed by our company for the last 12 months, over that of 1838, of from 25 to 30 miles, or within a mile or two of one-half of the whole distance from Richmond to Fredericksburg, which circumstance, when added to the cost of the

larger quantity of materials and labor applied to our original road, and the cost of keeping up the coal-pit road, will, to a very great extent, if not very fully, account for the difference in expenditure. It may be proper to add that a mail and passenger train runs from Richmond to the end of the Louisa road and back again ever day, and a transportation train three times a week, with occasional extras as required, and that a regular daily business is done to the pits, with generally three trains each way per day. It should also be remarked that, during the present year, one of the most important and productive branches of our business, that of the transportation of the great mail and passengers, is done almost entirely in the night, and one-half of it always at that period of night when the difficulties presented by the frost required the aid of 2 engines to perform what otherwise might be effected by one.

A copy. (True.) C. W. MACMURDO, Jr.

Exhibits Nos. 8 *and* 9.

At a meeting of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, held on Monday, July 27th, 1840, the president read the following letter:

Richmond, Va., *July* 27, 1840.

Chs. Y. Kimbrough, *president Louisa R. R. Co.*

Dear sir: I suggested to you, when you were here some ten days since, some changes in the tariff of rates on our joint roads between Richmond and the depôts on the Louisa railroad, in the propriety of which you appeared to concur with me. These were to place molasses, brandy, rum, whiskey, or liquids of any kind, (except tar,) and bar iron on the footing of unenumerated articles, which would somewhat increase the toll on these items, and to reduce the toll on potatoes, fruit, and vegetables generally, now classed as unenumerated articles, and paying a toll of 22 cts. per cwt. from Frederickshall (and in proportions from other depôts) to the toll paid on apples, or 31 cts. per bbl. from Frederickshall, and in proportion from other points. It seems to me, also, that crates, boxes, bbls., or hhds. of china ware and crockery, and boxes or bbls. containing hats or shoes, or other light articles, weighing but little in proportion to their bulk, ought to be assessed on the same principle as furniture, that is to say, per cubic foot, and at the same rates. The other rates in the tariff seem to me fair, except that of furniture per car load, which is undoubtedly too low, being less than half, when taken in this way, that it would be if taken by measurement; whilst a discrimination ought, undoubtedly, to be made in favor of persons sending large quantities of furniture, that made seems to me too great. I would propose the rates on furniture per car load being raised fifty per cent. on those at present. They would still be greatly under the measurement rates, when less than a car load is sent. I am satisfied that the above changes would be advisable, and that they would add to the receipts of the companies we represent, both on the articles

lowered and raised, and would make the changes in the latter case only fair charges. Be good enough to bring the subject before your board at their next meeting, and to inform me if they assent to them, that I may have the tariff of rates changed accordingly.

Very respectfully, yours,

M. ROBINSON,
Pres't R. F. and P. R. R. Co.

Whereupon, resolved, that the changes in the tariff of tolls recommended in a letter of this date from the president of this company to the president of the Louisa Railroad Company be adopted, so far as the same may be assented to by the president and directors of the Louisa Railroad Company.

At a meeting of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, 22d March, 1841, the president submitted the following revised table of rates for the transportation of property between Richmond and the depôts and turnouts on the Louisa railroad, which had been agreed upon between himself and the president of the Louisa Railroad Company, acting by authority of the board of directors of that company, which, with the accompanying general rules on the subject of transportation, were adopted and ordered to be published for the information of persons sending articles by the the Richmond, Fredericksburg, and Potomac and Louisa railroads:

Table of rates for the transportation of property between Richmond and the Depôts and Turnouts on the Louisa railroad.

	1st turnout.	Beaver Dam Depôt.	2d turnout.	F. Hall Depôt.	3d turnout.	Louisa C. House.	Trevillian's Depôt.	Gordonsville.
Grain furnished in bags by the owner, per 100 lbs.	$0 12	$0 14	$0 16	$0 18	$0 19	$0 21	$0 22	$0 24
Grain in bags furnished by the company, per 100 lbs.	14	16	18	20	21	23	24	26
Flour per barrel, (in bails or bags)	28	32	36	40	42	46	48	52
Tobacco in hhds. or other packages, (unmanufactured,) and raw cotton, per 100 lbs.	18	20	23	25	27	30	34	38
Coal per bushel of 4 pecks, from Hungary or Deep Run pits, 70 lbs.	8	9	10	11	12	12½	13½	15
Shingles, hoop poles, staves, lumber, (undressed,) per car load not exceeding 3 tons	5 25	6 00	6 75	7 50	8 25	9 00	9 50	10 00
Lamp black, per car load	5 25	6 00	6 75	7 50	8 25	9 00	9 50	10 00
Bar iron, per 100 lbs.	14	16	18	20	22	25	27	30
Cast iron in pigs, per 100 lbs	12	14	16	18	20	23	25	27
Bark, per car load of 2 cords	3 50	4 00	4 50	5 00	5 50	6 25	6 75	7 50
Apples, potatoes, turnips, and tar, per barrel	22	25	28	32	34	39	49	45
Salt per sack	28	32	36	40	44	50	54	60
Beef, pork, and fish, per barrel	35	40	45	50	55	63	67	75
Bacon, butter, and lard, per 100 lbs	18	20	23	25	27	30	34	38
Molasses, brandy, rum, wine, or other liquids, (hhds., pipes, or puncheons,) four times the price per barrel	35	40	45	50	55	62½	67	75
Chairs, empty bbls., or boxes, (hhds., pipes, or puncheons,) twice the price	8	9	10	11	12	13	14	15
Furniture and hats in boxes, per cubic foot	5	6	7	8	9	10	11	12
Furniture, per car load not over 2½ tons	8 00	8 75	9 50	10 25	11 00	11 50	12 25	13 00
Carts, Jersey wagons, and vehicles with seats for not more than two persons, also horses and cattle, each	3 00	3 50	.....	4 00	.....	4 50	5 00	5 50
Barouches and other carriages	.....	5 50	.....	6 50	.....	7 00	7 50	8 00
Carriages and horses, constituting equipage of two or more persons besides the driver, travelling on cars, half price.								
Hogs, sheep, and calves, (lamb and pigs half price,) not taken except at depôts	.....	40	.....	50	.....	60	65	75

Specie, bills, and notes and jewelry, must be the subject of special contract, and the company will in no case be responsible for them.								
Powder, chemical compounds, and other substances extra hazardous, must also be the subject of special contract; and if delivered to the depôt agent for transportation, without informing him what they are, the consigner will be held responsible for all damages.								
Manufactured iron, hardware, leather, Spanish or other raw hides, dry goods, groceries, and other not enumerated articles, per 100 lbs.....	18	20	22	25	28	32	34	40
Shoes in boxes or trunks, crates, boxes, barrels, or hhds. containing glass, crockery, or China, per 100 lbs.....	20	23	25	30	35	40	45	50
Boxes or other packages containing ready-made clothing, double the price of dry goods, except that no package of clothing will be charged less than 50 cents.								
Limestone or marble, or lime going downwards, 8½ cents per ton per mile.								
Plaster, marl, shells, or lime going up, (the company to unload but not be stored, except lime in depôts, and to be at the risk of owners,) per ton.....	1 25	1 50	1 75	2 00	2 10	2 25	2 50	2 75

Every charge in this table is subject to the proviso, that the charge for a single consignment is in no case to be less than twenty-five cents.

In addition to the above rates, two per cent. on the value of all liquids, small packages of clothing or millinery, and one per cent. on the value of dry goods, furniture, crockery, china, glass, carriages, and horses, must be paid at the time of delivering the same for transportation, if the company is expected to incur any liability; and unless such payment be made at the time of delivery, the company will not be responsible if the articles be lost or damaged.

When goods which have been transported on the railroad are suffered to remain in a depôt, the company will not be responsible for any loss or injury from fire; and if they remain in the depôt at Richmond more than three days, the company will charge the ordinary warehouse rates in Richmond. It will therefore be advisable for persons to whom articles are consigned not to allow them to remain longer in the depôt after their arrival than may be requisite.

General rates,

In regard to transportation on the Richmond, Fredericksburg, and Potomac and Louisa railroad, adopted by the president and directors, March 22d, 1841:

1st. All articles intended to be carried on the railroad must be put up in such a manner that they will not be liable to injury from the ordinary exposures of transportation, and must be distinctly marked with the initials of the consignee.

2d. The articles, when brought to a depôt, are to be accompanied by two tickets, stating the articles sent, with a specification of the number of packages or parcels, where there are more than one, and the contents of each, and stating to what place they are to be sent, by whom, and to whom. If the articles received correspond with the tickets, one will be signed by the proper agent at the depôt, and delivered to the person bringing the articles. The other ticket will be retained by the agent to be filed away.

3d. The charge for the transportation of horses or live stock is always to be paid to the agent before they are put on the cars as a general rule; the charge for articles coming to Richmond will be paid at the Richmond depôt when delivered, and the charge for articles going from country depôts to Fredericksburg will be paid at the Fredericksburg depôt when delivered. In other cases, the charge will be paid at the depôt where entered before the articles are forwarded, except where the treasurer shall otherwise direct.

4th. For the convenient transportation of grain, bags of the company may be obtained from a depôt agent in the country, upon a deposite with such agent of fifty cents for each bag, the deposite to be restored when the bags are returned; or, the grain may be brought to the country depôts, and there transferred to the company's bags. When the grain reaches the depôt in town, the consignee may take it away in the bags in which it arrives, upon a like deposite with the agent in town of fifty cents for each bag, or its equivalent; such deposite, as in the other case, to be restored when the bags are returned.

5th. If grain be transported on the road in the owner's bags, and they are returned by the consignee to the company's agent in town, they will be carried to the point on the road from which they were brought free of charge.

6th. When cars are left at private turnouts, and afterwards taken up, it is impracticable to ascertain their contents while the train is in progress. And so in regard to articles of any kind, received or delivered on the way between public depôts. The company will not, therefore, be responsible in such cases for loss or injury of any kind to *to* such articles, or the contents of such cars, except while in the company's depôt. In all such cases it is expedient that the consignor or consignee, as the case may be, or some white person qualified to act for him, should be present on the passage of the train and deliver a ticket of the articles to the train captain. The articles should be properly put up and marked, as in other cases.

7th. Articles to be transported from a depôt must be brought to the depôt a sufficient time before a train departs, to enable the company's agent to compare them with the tickets, receive the charges for transportation, make out the manifest, and enter the same.

8th. On the arrival of a train at Richmond or Fredericksburg, the agent will, in a book to be kept in a public place in the depôt for the inspection of merchants and others, make an entry from the manifest of all articles brought by the train, shewing the name of the consignor, consignee, marks, number, and description of the property.

9th. A receipt will be required from the consignee, when he calls himself for the articles, or his written order when he sends for the same. For the whole of any one consignment on one day, there will be but a single order.

A true copy.

C. W. MACMURDO, Jr.

Exhibits Nos. 10 *and* 11.

At a meeting of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, on the 16th March, 1842—

The president laid before the board two communications from C. Y. Kimbrough, president of the Louisa Railroad Company. The first without date, covering certain resolutions of the president and directors of said company of the 13th December, 1841, on the subject of a reduction of tolls on their road, and the last dated March 9th, 1842, on the same subject. He stated he had since had an interview with Mr. Kimbrough, and believed the following reductions would be satisfactory, viz: On grain, one cent per hundred lbs. from F. Hall and 3rd turnout, and two cents from Louisa C. H., Trevillian's, and Gordonsville; on flour, 2 cts. per bbl. from Gordonsville; on salt, two cents per sack from 3rd turnout, four cents from Louisa C. H., 6 cents from Trevillian's, and 10 cents from Gordonsville; on beef, pork, and fish per bbl., 2½

cents from F. Hall, 5 cents from 3rd turnout, 8 cents from Louisa C. H., 9½ cents from Trevillian's, and 15 cents from Gordonsville. Whereupon—

Resolved, That the above reductions be, and they are hereby, made to take effect from the 10th day of April next, and that the treasurer give notice of the same to the respective depôt agents, and as far as practicable to the customers of the road.

The President suggested to the board the expediency of placing the price of a return ticket on the Fredericksburg road at ¼th that of the ticket when taken in conformity with the rules of the company, and mentioned that, in the event of such a reduction being made, it would be agreeable to the president and directors of the Louisa Railroad Company that the same should be made on their railroad. Whereupon, in the event of the president deeming it expedient, resolved, that with the view of giving, as far as practicable, every facility to the intercourse between the town and country, on both the Richmond and Fredericksburg and Louisa railroads, the price of a ticket and return ticket be placed, on and after the 10th proximo, at an advance of one-fourth only on the price of the single ticket, and that the privilege of the return ticket continue as at present for three days.

At a meeting of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, on the 30th of May, 1842—

The president stated, that the president of the Louisa Railroad Company and himself had conferred on the subject of a reduction of the price of the return ticket on that road, and concurred in the opinion that a reduction to ⅓ instead of ½ the price of the full ticket, whilst it would be a great accommodation to the local travel on that road, would not probably diminish the aggregate receipts from this source, and he suggested that the return ticket from the country depôts on the Fredericksburg road might be placed at one-fourth instead of ⅓ the price of the full ticket. Whereupon it was, with the view of favoring as far as possible the local travel on both the Louisa and Fredericksburg railroads, resolved, that the price of the return ticket between Richmond, or other points on the Richmond, Fredericksburg, and Potomac railroad, and points on the Louisa railroad short of Gordonsville, be placed, on and after the 15th June, at ⅓rd only on the price of the full ticket instead of one-half.

That the price of the return ticket between Richmond and points on the Richmond and Fredericksburg road short of Fredericksburg, or between intermediate points on the same road, be placed, on and after the above date, at one-fourth only the price of the ticket, instead of one-half.

That the price of the ticket and return ticket between Richmond and Gordonsville, from and after the above named date, be reduced to six dollars and fifty cents, and between Richmond and Fredericksburg to seven dollars.

A true copy: C. W. MACMURDO, Jr.

Exhibit No. 12.

Income which accrued to the Richmond, Fredericksburg, and Potomac Railroad Company from transportation on the Louisa railroad:

From January 1st to December 31st, 1840,			$19,637 38
Do. do. 1841,			16,799 10
Do. do. 1842,			16,860 58
Do. June 30th, 1843,	$8,254 15		
From June 30th to December 31st, 1843,	10,161 90		
			18,416 05
From January 1st to December 31st, 1844,			20,173 84
Do. do. 1845,			22,392 53
Do. do. 1846,			21,934 14
Do. June 30th, 1847,			11,102 96
7½ years			$147,316 98
From Dec., 1837, to Dec. 31st, 1838,	$5,628 57		
From January 1st to December 31st, 1839,	15,340 32		
			20,968 89
			$168,285 87
Income from Dec., 1837, to July 1st, 1843,	$82,520 40		
Income from July 1, 1843, to July 1, 1847,	85,765 47		
			$168,285 87
1st January to 1st August, '39,	$9,346 88		
1st January to 1st April, '40,	3,713 37		

Exhibit No. 13.

LOUISA R. R. OFFICE, *October 4th*, 1842.

DEAR SIR: I have laid your proposition for renewing the contract for doing the transportation on the Louisa railroad before the board of directors of the Louisa R. R. Co., and after mature consideration thereof they have resolved that they cannot accept the same. They have authorized me to propose, which I now do, to renew the contract upon the terms offered by you, with the exception of the payment of $2,000 per annum (or a loan of $33,333⅓ without interest) for the use of the capital invested in doing the transportation. I hope, upon a review of the subject, you will find it in your power to accede to this proposal, as I feel confident you can do so without loss.

In your statement of the expenses of transportation on the two roads is included $12,409 04 for depôt expenses, with a ratable proportion of which the Louisa railroad is charged in your estimate, when the actual depôt expenses of the Louisa railroad is only $3,000, and may, in future, be reduced to $2,500. Upon reflection, I think too, that the running of the Louisa freight train upon your road should have been included in the estimate, and that the large amount of your mail and passenger service will be a full equivalent to our larger freight service.

Making these corrections, and apportioning the charges proper of running the trains, the proportion chargeable to the Louisa railroad will be found to be about $15,463; add to this for depôt expenses, $2,500; interest on capital, $2,000; advertising, $100; and the amount will be $20,063.

The receipts, according to the terms proposed by us, taking an average of the last two years, (instead of the last year, which, from circumstances well known to you, was probably the worst we shall ever encounter,) would be $21,686 50. There are already decisive indications that the future receipts will be increased. The freights and travel of the last month show a very great improvement. Taking all these things into consideration, the board have not thought that they would be warranted in contracting to pay more than they now offer.

If this proposition should be rejected by you, the board think it will be their duty to make arrangements without delay for doing the business ourselves; in which event, they have instructed me to inform you, that the amount due to us will be wanted on the 1st of December next.

I have mentioned your suggestion of taking a part of your stock in case of doing our own transportation, and I doubt not, from the individual opinions of the members of our board, that they will be willing to act in a spirit of liberality on that subject; they seem, however, at the first blush, to be disinclined to make any stipulation at this time, the exact bearing of which they fear they may not fully see.

An answer to this communication is desired at your earliest convenience.

Very respectfully,

(Signed) C. Y. KIMBROUGH,
President Louisa Railroad Company.

To MONCURE ROBINSON, ESQ.,
President Richmond, F. & P. R. R. Co.

BORDENTOWN, N. J., *Oct. 9th*, 1842.

C. Y. KIMBROUGH, ESQ.,
President Louisa R. R. Company.

DEAR SIR: I received, on my return to this place from New York last evening, yours of 4th instant, and regret that the Louisa Railroad Company are not willing to accept the liberal proposition made by me on the part of the R. F. & P. R. R. Co., to do the transportation on their railroad. That proposition was, I am satisfied, less than the actual cost to the R. F. & P. Co., has been under the most favorable circumstances, and the best possible management, and much lower than it must cost the Louisa Railroad Company; but I made the offer that I did, because I felt that the Louisa Railroad Company had nothing to spare, and I felt assured that the effect of a separation of the companies must be materially to impair both the trade and travel of the Louisa railroad, and I feared to such an extent, that the road might not be sustained.

I have no doubt of the correctness of the views taken by me in estimating the relative charges on the two roads; but it would be easy to shew you, even in your own view of the case, that less than we ask would not quit cost with us. The depôt expenses last year on the Louisa road, exclusive of freight, books, stationery, &c., were $3,150, (those at Gordonsville being $750,) besides those at the Junction, $350, (which, if the transportation on the Louisa railroad was done by you, we should be free from,) or $3,500 in all, instead of $3,000, as stated by you.

In charging you with two-fifths of the whole item of depôt expenses, you were charged with between sixteen and seventeen hundred dollars more than this, which I thought I satisfied you was much more than over-balanced by your proportion of the amount incurred in repairs to machinery charged to locomotives, cars, &c., and increased officers' salaries, and the cost of printing way-bills, tickets, and freight books. In taking the receipts of last year, and the expenses of last year as our guide, I presented what I thought the most favorable case for the Louisa railroad. Had I taken an average of both for the last two years, the view of the subject, as you are aware, would have been much less so, but it certainly *it* would not have been a fair view to take the expenses of the last year with a diminished business, and the most favorable schedules as regards cost of transportation, as a criterion of expenses, and the average receipts of the two last years as a criterion of the annual receipts.

Our board will, I am sure, concur with me in thinking the offer made by me as low as we should under any circumstances make, and that if it be not satisfactory we have only to abide by your decision. Under these circumstances, I see no prospects of our continuing to do your transportation, unless we can meet on some other grounds. If you are confident, as you seem to be, that your receipts will increase, and that the business can be done by us for the proportion offered by you, why not agree to pay what disinterested umpires, one to be appointed by your company, and one by ours, with power in the event of disagreement to call in a third, may decide to be your fair proportion of running expenses. It is obvious, that we can do your transportation more cheaply than you can; that the trade and travel on your road, the latter especially, will be materially injured by a separation; and that as the largest portion of the running expenses will be borne by us, we shall have every incentive to economize as much as possible; that your fair proportion of expenses can be gotten at without difficulty by disinterested arbitrators; at all events that you will be as likely to be assessed below as above the mark; we wish nothing more in any case than our actual outlay, and are content that the whole saving by the arrangement shall accrue to you.

If we cannot meet on this basis, there is one other perhaps on which we can, that is, to make the arrangement agreeably to your suggestion in Richmond, to be dissolved at the expiration of a year instead of two

years, if not satisfactory to you. I objected to this when we were last together, but I am so well satisfied that the arrangement is on the lowest terms on which we can afford, that I am willing to waive the objection. Your directors must certainly see their account in any aspect of the case in agreeing to this. If the business of the road should increase as much as you think it will, and we should have as favorable schedules as hitherto, we shall probably have no difficulty at the expiration of a year in coming into your terms. If, on the other hand, the business should fall off, even on that of last year, or what is more probable, a schedule should be adopted for the mail on the Fredericksburg road which shall make two trains necessary on the Louisa road, you will have reason to felicitate yourselves on the arrangement. In any case you are committed but for a year, and that to pay only $2,000 more than your own proposition, when it is at least doubtful whether a much more expensive schedule may not be adopted, and there is no possibility of a cheaper one.

Of course, if in a review of the whole matter your board should decide on doing themselves their transportation, we shall make our arrangements to pay over the amount in our hands, except so far as they may wish to purchase machinery of us, as early as practicable. I take it for granted, however, that it will not be their pleasure to throw wantonly on our hands the increased machinery procured by us for their road, from which they could supply themselves with a far less investment of capital than in any other way, when we are willing to part with it at whatever disinterested arbitrators may say is its fair value.

I shall be in Richmond between the 20th and 25th, where a letter from you will find me. As to the Fredericksburg company I am entirely indifferent, and have no wish in regard to the whole matter, but that the Louisa Railroad Company may do what is most judicious for them. Were we disposed to extort any unfair advantage, it would be a reason for the Louisa Railroad Company to decline an arrangement with us, even though they should incur a loss by doing so; but when we are willing to do their business, not only for much less than it would cost them, but probably less than it would cost us, under the most favorable circumstances; when all the chances of night running, double trains, accidents to locomotives, (from other causes than the road itself,) will be ours; when it is obvious that so long as the connexion between us subsists, it is to our interest to make sacrifices in schedules and otherwise on the Richmond and Fredericksburg road, to attain advantages for the Louisa, which of course would not be the case to any great extent if we cease to be your carriers, it really seems to me that your board ought to hesitate long before they decide on a separation, which there are so many motives to avoid and none to incur.

Very respectfully, yours,

(Signed) M. ROBINSON, *President*.

RICHMOND, *November* 7, 1842.

C. Y. KIMBROUGH, *President, &c.*

DEAR SIR: I received, on my arrival here, about a week since, your message by Mr. Macmurdo, and regret that I was not in Richmond in time to meet you. A separation of our companies seems to me so certainly to result in injury to the trade and travel of the Louisa road, and of course indirectly to ourselves, that I felt desirous of seeing if we could not, on a personal interview, fall on some arrangement for doing your business which might guarantee us against loss, (which is all we desire,) and at the same time insure to you its being done on the lowest terms on which it could be afforded by us.

I might have been willing to come into the proposition made by your board of directors, in your letter of the 4th, though I scarcely think we would be indemnified by it, even under the most favorable circumstances, were it not for the great danger of a schedule being adopted between Richmond and Washington, at the next mail letting, (in the spring,) which will necessitate two trains for the mail and passengers on the Louisa railroad. This you will perceive would make it requisite to keep three at least, instead of two engines, for this service alone, (two in constant use, and one at least in reserve at the Junction, (with a double set of cars and baggage wagons; and also increase our running expenses by the necessity of having double conductors, engineers, firemen, and train hands for the service. If, however, your company would agree in this contingency to pay the extra expense occasioned by the necessity of a double mail establishment, it would remove the objection, and you would in this case (in the event of our being able to effect a schedule with one passenger train only) have all the advantage of it. There are one or two other bases of arrangement, on which we might perhaps be able to meet, which did not occur to me when I last wrote you, and which I would like to talk over with you. Perhaps you had best come down again, if you can, during the next ten or twelve days. I do not know that we can fall upon any thing which will be more acceptable to your stockholders than the propositions already made by us, but it seems to me worth attempting, in a case where there is, I know, on my part, and I feel assured on yours, no disposition to obtain any undue advantage, and where the result of an arrangement on a proper basis will be certainly to avoid great loss to your company, and of course incidentally some to ourselves, if I am right in my impressions as to the effect of a separation of the two companies in diminishing the business of the Louisa road.

Very respectfully, yours,

M. ROBINSON, *President.*

P. S. If you should determine to visit Richmond again, and will advise me some days before you come down, I will make it a point to be here. I might otherwise be away at the time of your coming down, though I have no intention of being absent more than a day or two during the next two weeks. Yours, M. ROBINSON, *President.*

True copies. C. W. MACMURDO, Jr.

Exhibit No. 14.

BEAVERDAM, *November* 10, 1842.

DEAR SIR: Being desirous that the Richmond, Fredericksburg, and Potomac Company shall continue to do the transportation on the Louisa road, if the interest of the latter company can be properly secured, I am induced to address you, supposing that an arrangement may yet be made (if I did not misunderstand you in our hurried conversation a few days since in Richmond) satisfactory to both parties. And in the event of such arrangement failing, I wish to be fully informed of the nature of the proposition your company will make on the subject of selling us engines, &c., &c. Because I am satisfied that our stockholders will give specific instructions to our board on all subjects connected with doing our transportation.

I wish to know what you are prepared to do, earnestly hoping that I may be able to recommend a course that will be acceptable to both parties, believing that the interest of both would, in an equal degree, be promoted by an amicable adjustment of any matter of negotiation that may arise. I think in any event we ought to agree. But you expressed an opinion from which I dissent, and it will be best for me to attempt to satisfy you of your error. I do not think that justice demands that we should buy our stock of your company. Because I suppose that our transportation was undertaken by the Richmond, Fredericksburg, and Potomac Company not as a matter of favor, but as a matter of interest, the contract being the result of a regular business negotiation between two corporations. Justice would not require the purchase of our stock of you, for we must need more than your surplus; and if we concede the correctness of your position, we should probably have to buy of you inferior stock of antiquated style, which you would replace with new improved, as you have not procured on our account what we will require. And, above all, I think you would have no right to complain of injustice, as it is your company, and not ours, that is demanding a change of the original contract.

I have made these remarks because wrong positions may lead to wrong conclusions. I regard it purely a question of interest whether the Louisa company, under existing circumstances, should buy of the R. F. and P. Co.

I cannot see the ground on which you can present a claim with even plausibility to sustain you, for us to take of you any stock, except such as may have been bought subsequent to the date of our contract, and that, as I have stated above, is not conceded.

Should we determine to do our own transportation, will you agree to submit to referees, appointed in the usual way, to say what amount, if any, and what particular articles of stock, we shall take of you, and then for them to proceed to fix their value?

Please write me in reply to the above question, and also inform me whether I understood you correctly to say that you only wanted cost for doing our transportation; that you are willing that referees shall es-

timate what additional expense you incur beyond what your independent expenses would be, and take that as compensation, not computing the expense of conducting our business as a separate concern?

If that is your proposition, it is certainly one that I think ought to be accepted, provided it is a permanent arrangement, provision being made for periodical estimates, if there should be any change of expenses. The Louisa company paying a stipulated sum, and the president and directors of the Richmond, Fredericksburg, and Potomac company engaging, under a sufficient penalty, to execute our transportation punctually and promptly in all future time. If your board will make that proposition, I hope all our difficulties will be settled at our called meeting. I may repeat, that I do not believe that the stockholders will consent that any more time shall be consumed in negotiation. And so far as I am concerned, it is proper that I should state frankly, that I cannot reconcile to my sense of duty to let this opportunity pass, when we have the means of making permanent provision for our own transportation, without doing so, or securing the same to be done by others, (should they undertake it,) free from any uncertainty as to its continuance or the mode of execution. I am sure your own good judgment and prudence would dictate a similar course.

Let me hear from you as early as convenient.

I am, yours, respectfully,

(Signed,) E. FONTAINE.

To MONCURE ROBINSON, ESQ.,
Prest. R. F. & P. R. R. Co.

November 12*th*, 1842.

EDMUND FONTAINE, ESQ.,

DEAR SIR: I received last evening yours of the day previous, and agreeably to your request take an early opportunity of replying to it.

The purport of my conversation with you in Richmond, if I recollect rightly, was, that I was satisfied the proposition made by me on behalf of the R. F. & P. R. R. Co., to do the transportation on the Louisa railroad, would not more than pay (taking one year with another) the proportion of running expenses incurred by us, fairly chargeable to the Louisa railroad; that if your company were of a different opinion, I would be entirely willing to do your transportation for what disinterested referees might say, at the end of each year, was such proportion; that there could be no difficulty in ascertaining this, as these running expenses, unless in the case of a very bad schedule, on one or the other road, must be very nearly in the ratio of miles run on the respective roads. By running expenses we mean those chargeable to the business of transportation as contradistinguished from those incurred for keeping the road in order; that it was obvious, under these circumstances, as it was conceded we could do your business more cheaply than you could, you were to have the whole benefit of the saving; that your transportation would be effected at its minimum cost, whilst it

seems equally clear that the business of the road would be greater than it could be under any other arrangement.

This much I said on the subject of doing your transportation, and I do not know that I can add any thing to it. If we continue to be your carriers, we must be paid its actual costs to us, or receive such a proportion of your receipts as, taking one year with another, and probabilities as regards schedules, will do so. This would have been the case under our present arrangement with you, had your trade and travel been what was anticipated at the time that arrangement was made. They have been, as you are aware, greatly below what was expected, whilst our running expenses of the road have been nearly as great as they would have been for a much larger trade. It must be evident to you, indeed, that the arrangement with the Louisa company cannot have paid us, when it is recollected how little we have earned on our whole business beyond expenses; that four fifths of the whole receipts of both roads have been on the Fredericksburg road, whilst the running expenses on the Louisa road, taking the miles run as a guide, have been $\frac{3}{5}$ of what they were on the Fredericksburg road, or $\frac{3}{9}$ths of the whole.

My remarks as to your obtaining such machinery as you might require of us, instead of purchasing elsewhere, were to this effect: that as we would have more machinery than we wanted, having provided largely for the transportation of both roads, it would be to our interest to sell, and yours to buy of us, at a fair valuation by disinterested parties, what you might want and we have to spare, that would answer your purpose; that a less sum of money would in this way stock your road, than if you were to buy altogether new machinery, which, requiring a much larger outlay, would of course, if you were to be adequately stocked, proportionally retard the period when you could pay anything to your stockholders; that I could conceive no motive for such a course, unless it were thought an object to blow up the stock by apparently diminishing expenses for a year or two, and that this could be ostensibly effected with new machinery, which would require but slight repairs for the first 12 or 18 months, by leaving out of view its deterioration; but that it seemed to me the time for bubbles was past, and that as most measures were now judged by their real merits, even this result would scarcely ensue; that if, under these circumstances, it was to your interest, as I thought it was decidedly, to purchase of us instead of buying elsewhere, it would certainly be an unkind proceeding, and one calculated to alienate the two companies, to throw capriciously on our hands a large amount of machinery, with which we had provided ourselves, in order to be abundantly provided for both roads. You are mistaken however, in supposing that I wished any favor in this respect at the hands of the Louisa company, or any thing but what I believed their own interest dictated.

Having replied to your inquiries I will merely remark in conclusion, that the interest I have taken in this matter has grown out of my solicitude to avoid a measure (the separation of the two companies) which I know would be attended with some injury to us, but which I feared

much more on account of its serious injury to the Louisa company. There is no other instance in the United States of a railroad being kept up with an annual expenditure as limited as the amount of the aggregate receipts of both companies on the Louisa railroad; whilst under the arrangement between your company and ours, your road has not only been sustained, but has annually divided to its stockholders, or earned more or less of nett profit. It is not, however, for us to be more considerate for the interest of your company than you are. If it is your pleasure to incur a much larger expense for a diminished business, for the sake of doing it yourselves, (for surely a divided responsibility and diminished inducement on our part to make sacrifices in our mail schedules, to adapt them to the Louisa road, must necessarily produce this result,) we can go no farther in order to avert it than to agree to do your work at cost, or for such a proportion of your receipts as will probably indemnify us. Your president, Mr. Kimbrough, is to be in town next week, when we are to have a second interview, and possibly some other plan of arrangement may be suggested between us, which may be more acceptable to you than either of those which have been proposed. If not, and neither of these are acceptable, I think with you that there is no occasion to protract the negotiation between the two companies, and that you may as well proceed at your called meeting to make your arrangements to do your own transportation.

Very respectfully, yours,

M. ROBINSON, *President.*

True copies.

C. W. MACMURDO, Jr.

Exhibit No. 15.

The Richmond, Fredericksburg, and Potomac and Louisa Railroad companies not according in opinion as to the terms on which a contract for effecting the transportation on the Louisa railroad should be made between the two companies, to take effect from the expiration of the present contract, and believing it will more plainly appear, after the next mail contracts and the commencement of the spring travelling, what would be a fair arrangement between the companies, it is agreed between the undersigned, on behalf of their respective companies, that in the event of no permanent arrangement between the two companies being made previous to the first of January next, the Richmond, Fredericksburg, and Potomac Railroad Company will continue to do the transportation on the Louisa railroad until that date, for the following compensation, after the 30th day of June next, viz:

To receive as hitherto half the gross receipts for freight and mail on the Louisa railroad, and also one-half instead of one-third the gross receipts for passengers.

To receive in addition at the rate of $1,000 per annum as interest on the capital invested by the Richmond, Fredericksburg, and Potomac Company, in machinery on the Louisa railroad. Provided a daily

mail train is run; otherwise this charge is not to be made by the Richmond, Fredericksburg, and Potomac Railroad Company.

In the event of injury to persons or property in effecting the transportation on the road, any pecuniary loss or damage from such cause to be sustained by the Richmond, Fredericksburg, and Potomac Railroad Company, if properly ascribable to the condition of the cars or machinery employed by them, or neglect or improper conduct in their engineers or conductors, or to the Louisa Railroad Company, if such injury should have resulted from the condition of the railroad or any neglect or inattention on the part of the agents or servants of said company.

Witness the signatures of the undersigned, the 26th day of January, 1843.

Signed, M. ROBINSON,
Pres't R. F. and P. R. R. Co.
C. Y. KIMBROUGH,
Pres't Louisa R. R. Co.

True copy: C. W. MACMURDO, Jr.

Exhibit No. 16.

At a meeting of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, July 11, 1843, the president submitted to the board a resolution of the stockholders of the Louisa Railroad Company, accompanied by the following letter from the president of the Louisa Railroad Company, and his reply to the same, which was approved, and the president and Mr. Bosher were authorized to act on behalf of the directors of this company at the proposed meeting on the 13th.

Louisa C. H., *June* 17, 1843.

To the President and Directors
Of the Richmond, Fredericksburg,
and Potomac Railroad Company.

Gentlemen: At the annual meeting of the stockholders of the Louisa Railroad Company on yesterday, the subject of a renewal of the contract for effecting the transportation on the Louisa railroad was considered. The stockholders of the Louisa railroad, not approving any basis of arrangement heretofore proposed, but still anxious, from a conviction that it will be for the interest of both companies, that the transportation should be done without the necessity to resort to a division of the business, and hoping that there may yet be a possibility, by a renewal of the effort, to agree upon some scheme of arrangement mutually satisfactory and advantageous, adopted the resolution, a copy of which is enclosed. In order to carry out the wishes of the stockholders as expressed in this resolution, the board of directors have instructed me to communicate to you a copy of that resolution, and to inform you that they will (if it meets with the views of your board to renew the

effort for arrangement) be in Richmond on the 6th proximo (July) prepared to consider any proposal which you may think proper to make, and to submit such proposition as they think themselves warranted to make under such resolution. As the time is short (1st August) within which they have to act upon the subject, they have concluded to meet in Richmond, that the least possible delay may be incurred in arriving at whatever result (favorable they hope) may attend this renewed effort.

In haste, very respectfully,

(Signed) C. Y. KIMBROUGH, *President*
Louisa Railroad Company.

P. S. An earlier day would have been preferred and proposed, but that we are informed that Mr. Robinson was not in Richmond, and would not be back earlier than the 5th July. If he will be back sooner, we would be glad to be informed. C. Y. K.

Copy of resolution adopted by the stockholders of the Louisa Railroad Company, at their annual meeting, June 16th, 1843.

Resolved, That the action on the resolutions of the stockholders, at the extra meeting in November last, directing the president and directors to take measures for doing the transportation on our own account be suspended, and that the president and directors be authorized to open a new negotiation with the Richmond *and* Fredericksburg, and Potomac Company, on some basis deemed more just and reasonable in regard to the interest of this company, than any of the specific proposals now submitted to us on the part of the president of the R. F. and P. Co., and in the event of a failure to enter into any definite contract of a more satisfactory nature with the said company, then to propose and agree to a reference of the whole subject to the decision of the board of public works, or other competent and impartial arbitrators. And the said president and directors report their proceedings under this resolution to a special meeting of the company to be held on the 1st day of August next; all of which proceedings, with the exception of the proposed reference to the board of public works, shall require the final sanction of the company.

BORDENTOWN, *June* 22, 1843.

C. Y. KIMBROUGH, esq.,
President Louisa R. R. Co.

DEAR SIR: Mr. Macmurdo has forwarded me your communication of the 17th instant, to the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, enclosing the copy of a resolution passed at a meeting of the stockholders of the Louisa Railroad Company on the day previous.

I regret that the proposals made by me on behalf of the R. F. and P. R. R. Co. for continuing to do the transportation on the Louisa railroad, and which I sincerely believe not only "just and reasonable,"

but greatly to the advantage of the Louisa Railroad Company, are not so received by the stockholders of that company. I fear it will not be in our power to make any proposition which will be deemed by your stockholders more satisfactory than those already submitted; still we are so sensible of the serious disadvantage to the trade of the Louisa railroad, (and the indirect injury to our own road, so far as that trade forms a part of its business,) which would result from a severance of the companies, that we will cheerfully meet the directors of the Louisa Railroad Co., as proposed by you, to consider any proposition which they may be disposed to submit, and will be truly gratified if the result of such a meeting should be an arrangement between the two companies.

It will not, however, be in my power to be in Richmond as early as the fifth. I would, therefore, name the 13th as the day for the proposed meeting, in lieu of that named by you; or if the 13th should from any cause be an inconvenient day, the earliest day afterwards which may suit the convenience of your board.

I am, sir, with great respect, your obedient servant,

(Signed) M. ROBINSON,
President.

True copies.

C. W. MACMURDO, Jr.

Exhibit No. 17.

At a meeting of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, 29th July, 1843, the president and Mr. Bosher, who were authorized at the last meeting of the board of directors to act on behalf of this company, at the meeting proposed by the board of directors of the Louisa Railroad Company, on the 13th instant, reported their proceedings and the propositions made by them to the president and directors of the Louisa Railroad Company. Whereupon,

Resolved, That this board approve of the action of the president and Mr. Bosher, and deem the propositions made by them, and since by the president, all that it seems to them should have been done on behalf of this company to effect an arrangement with the Louisa company.

Propositions submitted by the Louisa Railroad Company, July 13th, 1843.

The Louisa Railroad Company propose to the Richmond, Fredericksburg, and Potomac Railroad Company, to make a contract for doing their transportation on the Louisa railroad for years, upon the following terms:

The Louisa company to pay the actual cost of wood, oil, tallow, &c., the salaries of agents and hands at depôts, train agents and hands, including those of double mail train if required, (the pay of freight agents and hands if employed also on R. F. and P. road to be ap-

portioned,) to pay 6 per cent. interest on $25,000, supposed additional capital employed on the Louisa railroad, and 25 per cent. on said capital for repairs and depreciation of stock, and the same interest and per cent. for repairs on $8,000 additional, if a double mail train is required.

Each party to regulate rates of fare and freight on their roads respectively, provided that neither shall increase the present rates without the consent of the other.

Timber and other materials for the repairs of the Louisa railroad to be transported in cars to be furnished and loaded by the hands of the Louisa Railroad Company, at convenient points and times, and the Louisa company's hands to assist in cases of accidents, and in clearing track from snows, as at present.

Louisa company to pay $\frac{1}{4}$ the expense of advertising, printing bills and tickets, advertising and stationery.

Counter proposition submitted by Messrs. Robinson and Bosher, committee of R. F. and P. Railroad Company.

The Louisa R. R. Company to put in as stock at least $20,000 in money, to allow legal interest on whatever the sum put in by them may be short of $33,333 $\frac{1}{3}$, the minimum amount of stock deemed necessary to do its business.

To allow 5 per cent. per annum for depreciation of stock under the best system of repairs.

To be credited by the whole sum received for transportation on the Louisa railroad.

To be charged with the depôt expenses actually paid on the Louisa railroad.

To be charged their proportion, according to miles run, of train expenses, and repairs of engines, cars, &c.

To pay on account of officers' salaries, advertising, printing, postage, &c., and contingent expenses, such sum per annum as the board of public works or second auditor may adjudge to be its fair proportion of the same.

Each party to receive its own rates on its own road, except that neither is to raise its present rates of freight and fare between Richmond and Gordonsville, or the Richmond, F., and P. Co. its rates of fare between the Junction and Acquia creek, without the consent of the other.

In the event of two trains being required for the mail, or its being requisite to run the Louisa passenger and mail train to Richmond, the R. F. and P. Co. to be paid $2,500 additional, and more if more should be allowed by the P. O. Department, for the increased service.

The arrangement to be made for four years from the 1st next, subject to be terminated at the expiration of two years by either party, on giving six months' notice; when terminated, the Louisa R. R. Co. to be allowed to take at valuation any portion of the stock of the R. F. and P. R. R. Co. to the amount of the capital put in, unless the R.

F. and P. R. R. Co. should elect to return the amount put in on demand.

In the above proposition, no account is taken of the proportion of capital invested in work shops, machinery, &c., at Richmond, which may be considered as applicable to the Louisa business. The item of $33,333 33 being obviously less than the minimum amount of stock which could be estimated to locomotives and cars for the Louisa business.

And the allowance of five per cent. per annum for depreciation of this last, the committee of the R. F. and P. R. R. Co. are satisfied, on reflection, is not more than half what, under the best management, this item will be found to be.

Resolutions adopted by Louisa R. R. directors in relation to proposition of R. F. and P. committee.

Resolved, That the board of directors of the Louisa Railroad Company cannot accede to the terms offered by the president of the Richmond, Fredericksburg, and Potomac Railroad Company for doing the transportation on the Louisa railroad.

Resolved, That this board cannot accede to any proposition to furnish any part of the capital for doing the transportation on the Louisa railroad by the Richmond, Fredericksburg, and Potomac Railroad Company.

Resolved, That if that part of the proposition of the president of the R. F. and P. company, requiring the Louisa Railroad Company to furnish a part of the capital for doing the transportation on the Louisa road be withdrawn, this board is willing and now proposes, in obedience to the resolution of the stockholders, to refer the whole subject of a contract for doing the transportation on the Louisa railroad, (not including the furnishing any part of the capital by the Louisa Railroad Company,) to the award of the board of public works, or any other impartial tribunal to be agreed upon by the parties, for their determination.

Communication from M. Robinson and J. Bosher, committee, &c., to the president and directors of the Louisa R. R. Company.

JULY 14*th*, 1843.

To the president and directors of the Louisa Railroad Company.

GENTLEMEN: The undersigned, a committee on behalf of the directors of the R. F. and P. Railroad Company, are in receipt of your resolutions of yesterday.

The basis of the proposition submitted to you by us on yesterday morning was, as you are aware, that the Louisa R. R. Company should defray the mere cost of each item of the expense of transportation on its road. We feel assured that the minimum amount of capital necessary for the business of the Louisa railroad must exceed that which we have allowed, and we are equally satisfied that the standards adopted for ascertaining the several items of annual expense are at least favor-

able to the Louisa R. R. Company. Under these circumstances, we can see no propriety in the Louisa company not furnishing at least a portion of the capital for doing the transportation on its own road, and cannot therefore consent to withdraw that portion of our proposition and refer the remainder of it, but we are perfectly willing to submit the whole proposition, either to the board of public works, or second auditor, or any other competent and impartial arbitrator or arbitrators, with power to review and modify every item of it, as on an investigation of the subject they may deem to be just and reasonable.

We are, gentlemen, very respectfully, your obedient servants,

(Signed) M. ROBINSON,
JAMES BOSHER,
Committee.

Resolution of Louisa directors, declining further negotiation.

The president laid before the board of directors of the Louisa R. R. Co. a communication of a committee of the board of directors of the R. F. and P. Co., declining to withdraw the proposition that the Louisa Railroad Company should furnish $20,000 towards the capital required for doing the transportation on the Louisa railroad.

Whereupon, it was resolved that the board cannot consent to refer, as proposed, the question whether the Louisa R. R. Co. shall furnish said capital or not; and as that is the only condition upon which the Richmond, F., and P. R. R. Co. propose to refer the subject of a contract between the two companies for doing the transportation on the Louisa railroad, we close all further negotiation, and report our proceedings to the stockholders.

The above is a copy of the resolution of the directors of the Louisa Railroad Co., on consideration of your communication of to-day, communicated by their direction.

Very respectfully,
C. Y. KIMBROUGH, *Pres't.*

M. ROBINSON, esq.,
J. BOSHER,
Committee, &c.

July 14th, 1843. True copies.

C. W. MACMURDO, JR.

Exhibit No. 18.

LOUISA R. R. OFFICE, *July 22d*, 1843.

DEAR SIR: Since I saw you I have conversed with several of our stockholders, and think, by modifying your proposition that the Louisa R. R. Co. furnish a portion of the capital necessary to do the transportation, agreeably to my suggestion to you of giving the Louisa company, instead of your company, the option of taking machinery or the money, it would be more acceptable to our stockholders. While I look upon it as of no material consequence myself—for I am so well satisfied that it will be to our interest to take the stock of you on fair

terms that I would not object, as a stockholder, to stipulate to do so—yet I cannot disguise from you that I fear that if you insist upon it as a condition, *that* it will prevent any contract being made. I wish you would think of this, and if you can agree to the modification proposed, you can authorize me to lay your proposition before our stockholders, with the modification. While I am writing, I will suggest for your reconsideration the proposition to do the business for half the gross receipts, which, upon examination, I think will not vary materially from your last proposition, while it will have the recommendation of greater simplicity than the proposed scheme, will give you the advantage of any increase of business, and any saving that can be made in expenses, and also half the increased mail pay. In addition to which, I suppose we would stipulate to give you the whole additional allowance which might be made for more expensive mail service. I take the liberty of troubling you once more upon this subject, because I fear greatly that if one or the other of the above suggestions cannot be acceded to, that no contract can be made. The proposition for one-half might be accompanied with that for furnishing the capital on the terms suggested by me.

Please answer this at your earliest convenience.

Very respectfully, yours,

C. Y. KIMBROUGH.

M. ROBINSON, esq., *Richmond.*

Per train from C. Y. K.

July 25th, 1843.

C. Y. KIMBROUGH, ESQ.:

DEAR SIR: I am in receipt of yours of the 22d. I care nothing about the modification of the last proposition made by me to the Louisa Railroad Co., except that it seems to me only right, if we do the business at mere cost, that we should have the option of returning the capital put in by that company in stock at valuation, if we prefer doing so. If this, however, is the only difficulty in the way of accepting that proposition, I am content to modify it, and bind ourselves to return the capital furnished in money whenever the contract may terminate. Of course, however, if the matter is to go before the board of public works, the proposition must remain, in all respects, as it now is, leaving to the board to modify any part of it as they may deem to be just and reasonable.

Your preference of the half as a basis of arrangement has induced me to think farther of the matter; and I am willing to submit to you the following proposition, instead of that suggested by you, which, with the prospect of a double mail train, and of course increased mail pay on the Louisa railroad, you will probably deem at least equally favorable with that you suggest. I prefer it, however, because I would choose the Louisa Railroad Company to be equally interested with us in obtaining as large an allowance as could be had for a more expensive schedule, viz:

2321.

The Louisa Railroad Company to pay ½ of gross receipts only, and to put in $20,000 of capital, (to be repaid in money at the termination of the arrangement,) instead of paying $2,000 per annum for use of machinery, as formerly proposed, but the R. F. and P. Co. to have their own rates of freight and fare between Richmond and the Junction. The rates of fare between the Junction and Washington, on passengers coming from or going to the Louisa railroad, to remain as now of matter of arrangement. Any increase of mail pay, for more expensive mail service or night running, to be divided equally between the companies.

This arrangement, you will perceive, gives us the use of $20,000, without interest on $1,200 per annum, instead of two thousand dollars, as formerly proposed, for use of machinery, but gives us our own rates on the trade and travel between Richmond and the west, on our own road. Those, in the event of a separation, we should of course claim, and it seems to me we would be fairly entitled to them on our short road, burthened as it is with the heavy warehouse expenses at Richmond, and the trouble and risk of collections. The difference in our favor would probably not be a material matter, as the excess beyond what a pro rata division would give would of course come equally out of our respective moieties on the Louisa railroad. On the other hand, you would have half the benefit of any increase of mail pay for a more expensive schedule, (and with our joint efforts we could probably obtain a liberal allowance,) whilst the whole expense of it would be ours. Under this arrangement, it would of course be stipulated that neither party should raise its rates without the consent of the other.

If neither this proposition nor that submitted by me to your board when you were last in Richmond, (as now modified,) should be acceptable to your stockholders, I should despair of making any that would be so for your whole business; and in this case I should think it would be better to confine ourselves to endeavoring to effect an arrangement for the freights. As to these, I am willing to make greater sacrifices than for the travel, because the latter would not be broken up, as I fear the trade would be, by a severance of the companies. Whilst I would not make formally any proposition for the trade alone, other than was submitted by me some time since, yet I have no objection to saying to you (to avoid this being broken up or greatly injured, as it necessarily must be, by a severance of the companies) I would, as far as my vote and influence would go, agree to transport the freights for one-half, furnishing without charge the requisite stock in locomotives, cars, &c., and paying for the wood used at your depôts. This proposition, I know, is too low a one, but we have an inducement to make a sacrifice on the freights which we have not on the travel, that we can preserve the trade of the road only by an arrangement.

Very respectfully, yours,

(Signed) M. ROBINSON.

True copy.

C. W. MACMURDO, Jr.

July 28th, 1843.

C. Y. KIMBROGUH, ESQ.

DEAR SIR: I observe that some of the writers in the Whig, with the view, I presume, of prejudicing your stockholders in advance, are endeavoring to draw a distinction between my offer to submit "the whole proposition" made by us to referees, with liberty to review, modify, &c., as they might think fit; and an offer to submit "the whole subject" of an arrangement between the companies. Now, my only motive, as you are aware, in using the language employed by me, was to prevent the risk of an arrangement being made on some basis which might not be a working one, (as for example, the one first proposed by your company of keeping an account of the actual cost of wood, oil, tallow, &c., and the time of the hands employed sometimes on one, sometimes on the other road,) not to limit the control of the referees over every item of the proposition submitted by us, or to retain, if contrary to their opinions of right, the feature excepted to, as it is obvious that under the terms review and modify, any part of the proposition, might be, if not entirely struck out, at least so modified as to be tantamount to this. It seems to me still, that a satisfactory arrangement to both companies would be more apt to be made by a submission merely of this proposition as the basis of an arrangement, because we seemed nearer to each other on that than on any other discussed between us; but to prevent any misconception, I have thought it best to say to you, that I am not only willing to submit the proposition made to your board on the 13th, but any or all of those which have been submitted by me to you, to the referees, with the same power of reviewing or modifying, as they may deem just and reasonable, which would of course enable the referees to place an arrangement between the companies on any footing which they might deem most proper.

Very respectfully, yours,

(Signed) M. ROBINSON.

True copy.

C. W. MACMURDO, JR.

LOUISA C. H., *Aug. 2d*, 1843.

DEAR SIR: Mr. Bosher will hand you a copy of the resolution on the subject of transportation, which I hope will put an end to our difficulties. The resolution was adopted with great unanimity. Mr. Bosher was consulted in framing the resolution, and was satisfied with it, and I hope it will be acceded to by your board. The provision authorizing the arbitrators to consider our propositions, and others that may be made by either party, was inserted to make the agreement reciprocal, and I cannot see any objection to it on either hand. I hope to be in Richmond before you go north, but as I left one of my children quite ill on yesterday, and may be detained at home, I will thank you to write to me at your earliest convenience, whether a contract according to the resolution will be agreed to by your board. The arrange-

ments and details for carrying into effect the submission, can be made at any time that suits your convenience.

Very respectfully, your friend, &c.

C. Y. KIMBROUGH.

M. ROBINSON, ESQ.,
Pres't R. F. & P. R. R. Co., Richmond.
Favor by Mr. Bosher.

On motion of Gen. William F. Gordon:

Resolved, That the president and directors of the Louisa Railroad Company be authorized and instructed to agree with the Richmond, Fredericksburg, and Potomac Railroad Company, to refer to the board of public works, or other competent and impartial arbitrators, the propositions made by the president and directors of the Louisa Railroad Company, and those of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, for doing the transportation on the Louisa railroad, which said board of arbitrators are to have the right to consider the whole subject, embracing any other propositions made by either party, and to determine upon a just, and proper, and practicable basis, upon which the two companies shall make a contract for doing the transportation by the Richmond, Fredericksburg, and Potomac Railrod Company upon the Louisa railroad.

Exhibit No. 19.

Whereas it was agreed between the president and directors of the Louisa Railroad Company, and the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, that the two companies would abide by the decision of the board of public works, as to what would be a just, proper, and practicable basis upon which a contract should be entered into for carrying on the transportation of the Louisa railroad by the Richmond, Fredericksburg, and Potomac Railroad Company, and the board of public works have rendered their award in the following terms, viz:

"At a meeting of the president and directors of the board of public works, held on the 23d day of April, 1844, the following award was adopted:

The president and directors of the board of public works, acting as arbitrators, appointed by the Richmond, Fredericksburg, and Potomac Railroad Company and the Louisa Railroad Company, to determine upon "a just, and proper, and practicable basis," upon which a contract between the two companies should be entered into, for carrying on the transportation of the Louisa road by the said Richmond, Fredericksburg, and Potomac Railroad Company, having attentively read, examined, and considered the correspondence, documents, statements, and other papers submitted to them by the presidents of said companies, as well as the explanations and views of the said presidents respectively

on the subject, verbally communicated in several interviews between them and the board, do hereby award and establish the following terms, stipulations, and conditions for the foundation of a contract, for the purposes aforesaid, between the parties, viz:

1st. The Richmond, Fredericksburg, and Potomac company to carry on at their own cost, and in a regular, punctual, and effective manner, for the term hereinafter specified, the entire transportation of passengers, freight, and mail, on the Louisa railroad, and for that purpose to furnish and keep in good repair proper and sufficient engines, cars, coaches, &c., and to provide the necessary number of competent officers, agents, and hands for the trains, depôts, water stations, and shops on the said road, together with wood for fuel, oil, &c., and also to receive the passengers, freight, and mail money accruing on said road, and to provide and keep all necessary books and accounts, to make the necessary arrangements, regulations, and provisions respecting travellers, freight, and the mail, and the collection of the fare and freight.

2d. For the above services, and as full compensation for the same, the Richmond, Fredericksburg, and Potomac Railroad Company to be entitled to reserve to their own use one-half of the gross receipts on the Louisa railroad for freight, passengers, and the mail; and fifteen hundred dollars in addition, to be also retained out of receipts.

3d. The Louisa Railroad Company to lend to the Richmond, Fredericksburg, and Potomac Railroad Company, for the term of the agreement between them, the sum of twenty thousand dollars, and to receive legal interest thereon semi-annually.

4th. The Richmond, Fredericksburg, and Potomac Railroad Company to pay over semi-annually to the Louisa Railroad Company the surplus of money, after reserving the compensation above provided for, which may remain in their hands from the receipts aforesaid on the Louisa railroad, together with the interest on the loan aforesaid.

5th. Should an additional train for the mail and passengers be desired by the Post Office Department, and the Richmond, Fredericksburg, and Potomac Railroad Company should provide and maintain the same, any extra allowance made by the Department for said train is to enure to the exclusive benefit of the Richmond, Fredericksburg, and Potomac Railroad Company, and such farther allowance is to be made for the extra train as may in the opinion of the board of public works be reasonable.

6th. This arrangement to continue for the term of three and a half years from the 1st of January last, unless sooner terminated by consent of the parties.

7th. The Louisa railroad is to be kept in as good condition, in all respects, as the Richmond, Fredericksburg, and Potomac railroad, and, in the event of injury to persons or property, in effecting the transportation on the Louisa railroad, any pecuniary loss or damage, resulting from such injury, is to be sustained by the Richmond, Fredericksburg, and Potomac Railroad Company, if properly ascribable to the

condition of the cars or machinery employed by them, or neglect or improper conduct in their engineers or conductors; or by the Louisa Railroad Company, if such injury should have resulted from the condition of the railroad, or any neglect or inattention on the part of the agents or servants of said company.

8th. A daily mail train is to be run on the Louisa railroad, unless the presidents of the Richmond, Fredericksburg, and Potomac and Louisa Railroad Companies should, on consultation, deem it most advisable to run a tri-weekly line only. In the event of any difference of opinion between them on this point, the line is to be daily or tri-weekly, as the board of public works may decide to be proper, with reference to the interests of both companies.

9th. Proper rates for the transportation of passengers and freight on the Louisa railroad, so far as the same may not have already been determined on, to be fixed between the presidents of the two companies, and approved by their respective boards, and if the table of rates which have been or may be fixed on by the two companies for the transportation of persons and property shall embrace the whole charge between Richmond and Washington, or any point between Richmond and Washington and the point of receiving or delivering on the Louisa railroad, the receipts shall be divided first in proportion to the distance transported on each line, and the portion which shall be for transportation on the Louisa railroad shall then be equally divided between the two companies.

This last stipulation is adopted by the board of public works, with an expectation that if after a sufficient experience of its operation it should appear to be seriously unjust to either of the companies, such injustice will be remedied by subsequent agreement between them.

Now, this agreement witnesseth, that the Louisa Railroad Company, on the one hand, and the Richmond, Fredericksburg, and Potomac Railroad Company, on the other hand, covenant that they will, in good faith, abide by the stipulations and conditions of the above award for the term of three and a half years from the 1st day of January last.

Witness the signatures of the presidents of the respective companies, this 30th day of May, 1844.

M. ROBINSON,
President in behalf of the R. F. and P. R. R. Co.
C. Y. KIMBROUGH,
President in behalf of the Louisa R. R. Co.

Exhibit No. 20.

Resolved, That the president, in conjunction with Messrs. Anderson and Jones, two of the directors, be a committee to regulate a tariff of tolls on the road, also the fare for passengers, with the president, &c., of the Richmond, Fredericksburg, and Potomac road.

BEAVERDAM, *April 2d*, 1846.

MONCURE ROBINSON, esq.

DEAR SIR: The above is a copy of a resolution adopted at a late meeting of the board of directors of the Louisa Railroad Company.

Our board thinks that the interest of both companies will be advanced by a revisal of our rates.

Be so good as to inform me when you will be in Richmond, and will find it convenient to hold a consultation with us on this subject.

Very respectfully,

E. FONTAINE.

PHILADELPHIA, *April 7th*, 1846.

EDMUND FONTAINE, esq.

DEAR SIR: I received on yesterday yours of the 3d, and the enclosed resolution.

I am at present a good deal engaged here in watching over the construction of a new steamboat for the Potomac portion of our route, and am sure of not being at Richmond much before the 25th inst. It will give me pleasure to meet yourself and Messrs. Anderson and Jones, on the subject mentioned in your letter, on the 27th or 28th, as may best suit your convenience.

Respectfully, yours,

(Signed) M. ROBINSON.

BEAVERDAM, *May 29th*, 1846.

MONCURE ROBINSON, esq.,
President R. F. and P. R. R. Co.

DEAR SIR: Yours in relation to the proposed reduction of rates on articles passing over the railroads between Richmond and Gordonsville, was handed to me this morning by Captain Chandler.

Your objection to our proposition, I perceive, applies principally to the tariff for flour and plaister. As to the former, remarking that "it would be an anomaly in the arrangement of a tariff to charge on the more valuable article much less than on the rough staple."

We maturely considered the question, and thought that the diminished risque in receiving, carrying, and delivering flour, as compared with wheat, and the facility of handling, avoiding the expense of weighing twice, and liability to waste and injury, fully justified the difference, to say nothing of the increased upward freight and travel that a low rate of charge on flour would attract to the road from new patrons. We flattered ourselves that our proposal stood a better chance of acceptance, as we had the example of the tariff of the R. F. and P. R. R. Co., in which I find that between Fredericksburg and Richmond the charge for flour is 30 cents, whilst an equal weight of wheat, the rough staple, say 216 lbs., the charge is about 40 cents. Indeed, with the exception of plaister, we intended to make our table of rates, lately proposed, cor-

respond as nearly as possible with that of the R. F. and P. Co., according to distance.

Not being very accurately informed of the cost of transportation per ton, I predicated the proposal of $1 75 per ton for plaister to Louisa court-house, Trevillian's, and Gordonsville, on what I understood to be your estimate of the cost, viz., 3 cents a ton per mile, supposing that 100 cents a ton was little enough to allow for that part of the expense connected with keeping the roadway in order, and allowing 125 for the cost of carrying, which, so far as affected your company, left the charge as at present, $2 25.

We were willing to submit to that loss, if it be such, and allow your company $1 25, believing that we should be more than reimbursed by the flour and wheat that would be drawn to Gordonsville, by a supply of plaister at a low price, and all the other advantages resulting from a large extent of country, now trading elsewhere, making Richmond their market.

I have thought it proper thus briefly to state the reasons which prompted our suggestion of the rates on flour and plaister. Your objections being stated to these mainly, and intimating something like the possibility of consent with these exceptions, we would be glad to make the other changes proposed, raising flour to 35 cents, which is higher than on your road to Fredericksburg, Guinegs, &c., and the freight on plaister to be divided as above mentioned.

The alternative you propose of allowing us to reduce ad libitum between Richmond and Gordonsville, but your company to set apart out of the reduced charge their present rates, will not, I think, satisfy our board. If carried into execution, as it now seems to me, it would operate exclusively for the benefit of your road.

The reduction would doubtless greatly increase the business, and your road would reap the harvest which had been prepared at our expense. The small residuum falling to our share, in the case of any considerable reduction, after your present charge from Junction to Richmond was taken out, would not pay the expense of keeping our road in order.

Hoping that our views may yet approximate more nearly, I remain,

Yours, very respectfully,

(Signed) E. FONTAINE,
President L. R. R. Co.

MAY 31*st*, 1846.

EDMUND FONTAINE, esq., *President*.

DEAR SIR: I am in receipt this evening of yours of the 29th, as I am leaving for the north in the morning I have no time, previous to my departure, to look further into the subject of the change in the tariff proposed by you, but will be happy to see you on my return here, and confer with you more in detail in regard to them, and hope with you that such conference may bring about an approximation in our views in regard to the changes suggested by you.

In the mean time I am sure that no prejudice can result from leav-

ing the tariff, which was reduced only some twelve months since, for a short time as it is at present.

With regard to the charge on flour referred to by you from Fredericksburg, the charge is merely nominal, none, or none of any consequence, being transported on this road. Independently of this, the competition from Fredericksburg being with tide water, there would be a reason in this circumstance, as well as in the shorter distance for placing the charge on any article much lower between Fredericksburg and Richmond than between Richmond and Gordonsville. I am sure, however, that you will find, on a careful comparison of the tolls on the Fredericksburg and Louisa railroad, that for intermediate points between Richmond and Milford depôt, at which place we have a strong competition from the Rappahannock at Port Royal, the charges are on the average higher than for corresponding distances on the Louisa railroad, and that the exceptions to the rule are very few.

In haste, yours, respectfully, MONCURE ROBINSON.

LOUISA COURT-HOUSE, *June* 17*th*, 1846.

DEAR SIR: The stockholders of the Louisa Railroad Company, at their annual meeting held yesterday at this place, adopted a preamble and resolutions on the subject of a renewal of the contract for having their transportation done by the Richmond, Fredericksburg, and Potomac company, a copy of which I enclose you.

You will perceive that the board of directors of this company are instructed to make a specific proposition to the president and directors of the Richmond, Fredericksburg, and Potomac company, which proposition is hereby made, viz: The Louisa Railroad Company offers to the Richmond, Fredericksburg, and Potomac company one-half of the gross receipts from freight and mail, and one-third of the passenger fare per annum, for executing the transportation on the Louisa road.

I forbear to enumerate the details necessarily belonging to a contract, but will merely remark, that the service expected is the same as has been rendered by the Richmond, Fredericksburg, and Potomac company under former contracts, and which will be specified afterwards, if the main features of the proposition are accepted.

I hope it will be convenient for you to reply to the foregoing proposition without much delay, as, in the event of its not being acceptable, it is important that I should proceed at once in some of the preliminary preparations contemplated by the second resolution. I will only remark, in conclusion, that the resolutions enclosed were adopted in good faith by the stockholders with the desire that the present connexion between the two companies may be continued.

Very respectfully,

(Signed) E. FONTAINE,
President Louisa R. R. Co.

MONCURE ROBINSON, esq.,
President R. F. and P. R. R. Co.

P. S. Please direct to B. Dam Depôt. (Signed) E. F.

Accompanying resolutions.

At an annual meeting of the stockholders of the Louisa Railroad Company, held at Louisa court-house, on Tuesday the 16th day of June, 1846, the following preamble and resolutions, offered by William Overton, and amended on motion of T. R. Price, were adopted with great unanimity:

Whereas, from the report of the board of directors made this day in obedience to instructions from the stockholders passed at the last annual meeting, it appears to be their unanimous opinion that the average sum paid under the present contract annually to the Richmond, Fredericksburg, and Potomac company, for doing our transportation, is $4,500 more than it would cost us, in their opinion, to do our own transportation; and that the sum paid last year is $6,733 more than their estimate for this company to do its own transportation: Therefore,

Resolved, That the president and directors of the Louisa Railroad Company be directed to make a proposition to the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company to renew the contract for doing the transportation of the Louisa Railroad Company upon the following terms, that is to say: One-half of the gross receipts of the freight on the road, half the sum received for transporting the mail, and one-third of the passenger fare, to the Richmond, Fredericksburg, and Potomac company.

Resolved, In case of the refusal of the Richmond, Fredericksburg, and Potomac Railroad Company to accept the above proposition, that the board of directors of the Louisa Railroad Company proceed to make the necessary arrangements to do their own transportation.

(Signed) A. W. TALLEY,
Secretary of Louisa R. R. Co.

PHILADELPHIA, *June 19th*, 1846.

EDMUND FONTAINE, esq.,
President Louisa Railroad Company.

DEAR SIR: I am in receipt of yours of the 17th, enclosing me a copy of certain resolutions adopted at a meeting of the stockholders of the Louisa Railroad Company on the 16th instant, under which, on behalf of the board of directors of the Louisa Railroad Company, you offer to the "Richmond, Fredericksburg, and Potomac Company one half of the gross receipts from freight and mail, and one-third of the passenger fare per annum, for executing the transportation on the Louisa road."

This proposition will of course be submitted to the board of directors of the Richmond, Fredericksburg, and Potomac Railroad Company, and their answer communicated to you as early as practicable, but as I shall be detained here by necessary engagements some two weeks longer, and you request me "to reply to the foregoing proposition without much delay, as, in the event of its not being acceptable, it is important that you should proceed at once in some of the preliminary

preparations contemplated by the second resolution" of the stockholders of the Louisa company, I deem it proper at once to communicate to you my own views, and what I believe will be the views of the board of directors of the Richmond, Fredericksburg, and Potomac Railroad Company, in regard to the proposition.

I am satisfied in my own mind, and so was your predecessor, Capt. C. Y. Kimbrough, that the award of the board of public works, which constitutes the existing arrangement between the two companies, gives to the Richmond, Fredericksburg, and Potomac Railroad Company, not only less than the transportation on the Louisa railroad would cost the Louisa company, but a proportion not more than sufficient, taking an average of years, to defray its cost by the Richmond, Fredericksburg, and Potomac company. I should have been willing to abide by that award, knowing that the contract itself afforded no margin for profit: 1st, because it was the award of the board of public works, and farther reason, that there was at least room for apprehension that the trade of the Louisa railroad might be materially impaired by a divided responsibility and probable transhipment of freights at the Junction, and doubt whether with the income which the road would command, unless extended beyond the Blue Ridge, it could be permanently and properly sustained, if the company should become its own carrier.

But it appears that the stockholders of the Louisa company are not satisfied with this award of the board of public works, to whom the matter was referred at the particular instance of the Louisa company, and who, it appears from the report of the directors of the Louisa company to the stockholders in June, 1844, made the award "after a careful and laborious examination of the subject;" an award, which you will no doubt recollect, it was proposed on behalf of the Louisa company, previous to its being given, should be permanently binding on the two companies.

Under these circumstances, even if the arrangement made under that award was deemed particularly advantageous to the Richmond, Fredericksburg, and Potomac Railroad Company, I should not myself be solicitous for its renewal.

I, of course, am not willing to recommend, and if I was, I am satisfied that the board of directors, over which I preside, would not be willing to make, a contract on the basis proposed by you.

Respectfully, yours,

(Signed) M. ROBINSON,
Pres't R. F. and P. R. R. Co.

P. S. The above will be forwarded to Mr. Macmurdo by the mail of to-morrow, with directions to enclose it to you, agreeably to your request, at Beaver Dam depôt, as soon as it can be copied in the office letter book.

BEAVER DAM, *June 23d*, 1846.

DEAR SIR: Yours of the 19th instant was forwarded to me yesterday by Mr. Macmurdo. Although your own opinion is adverse to the

proposition of the Louisa company; yet, as you have determined to submit it to the board of directors for their action, I can take no definitive measure until I hear their decision. In the event of their concurrence in your views, I shall have to contract for the erection of buildings, and as much time as possible being desirable for that purpose, I should be glad to be informed of their decision at as early a day as may comport with their and your convenience.

In relation to the unwillingness of the stockholders of the Louisa company to continue for another period the contract which was adjusted by the board of public works, it is due to them that I should say, that they meant no reflection on that much respected body of gentlemen. The time of the contract was definitely fixed, and although the resolutions may not be so expressed, there is no intention to disturb its existence for that period; but in the exercise of the right to judge for themselves, they have decided that their interest will not be promoted by its renewal. Should the two companies dissolve their present connexion I cannot see in the fact any cause of crimination or exasperation among any of the parties concerned in making the contract. On the contrary, so far as the two companies are concerned, the identity of their interests will continue in the fullest sense, and it seems to me there will be no motive to suggest any course of action, but a desire to co-operate harmoniously in the promotion of the common interests of both roads. So far as I may have any agency or influence, that course will be pursued by the Louisa company. Differences of opinion may arise as to the best mode of effecting that end, but I cannot doubt that, by mutual concession and compromise of views, they will ultimately settle down on the best mode of administering the business of the two roads as they stand connected.

When arrangements are made on such principles, I do not apprehend that the simple fact of a "division of responsibility" will affect the business of the roads. Both parties will have a common interest in the proper and punctual performance of their parts in the accommodation of the public, and if so done, the community will not know the difference between the employment of one or two agents.

I shall be glad to confer with you, when you return, on the subject of a regulation of the table of rates of transportation.

Respectfully,

(Signed) E. FONTAINE,
Pres't Louisa R. R. Co.

To MONCURE ROBINSON, ESQ.,
Prest. R. F. & P. R. R. Co.

PHILADELPHIA, *June* 29, 1846.

EDMUND FONTAINE, ESQ.

DEAR SIR: I am in receipt of yours of the 23d, to which I should defer replying until the action of the board of directors of the Richmond, Fredericksburg, and Potomac Railroad Company, but for a passage in it which makes me think you must have misconceived the tenor of some portion of mine of the 19th.

You remark, "should the two companies dissolve their present connexion, I cannot see in the fact any cause of crimination or exasperation among any of the parties concerned in making the contract." I have not a copy of my letter of the 19th before me, but I certainly had no intention in it of finding fault with the Louisa company for deciding on doing their own transportation in preference to renewing the present arrangement between the companies.

If there is any thing in my letter that bears this construction, it must be the part in which I allude to the present contract being an award made at the instance of the Louisa company. I deemed it proper to make the remarks I did on this subject, in consequence of the statements made in the preamble to the resolutions of the Louisa company, that the amount paid the Richmond, Fredericksburg, and Potomac Railroad Company, for doing the transportation on the Louisa road, was $5,400 more than it would cost the Louisa company. The inference from this statement, without the remarks made by me, might, it seems to me, be that we acquiesced in this view, and that the Louisa Railroad Company was obliged to do their own transportation because more was required for it than a fair sum.

Whilst, after a separation of the two companies, their interest will not be as identical as they have been, I agree with you, that they will be so to a considerable extent, and I shall certainly be happy to co-operate with you in any measures which may seem to be for their mutual advantage.

As mentioned in my last, I will, as early as practicable, after my return to Richmond, lay yours of the 17th, and the resolutions enclosed in it, before the board of directors, and communicate to you their reply.

Respectfully, yours,

(Signed) M. ROBINSON,
Pres't R. F. and P. R. R. Co.

BEAVER DAM, *July 9th*, 1846.

DEAR SIR: I hope it may be convenient for the board of directors of your company to forward me by Monday next their decision on the proposition made by the president and directors of the Louisa company on the subject of their transportation, which you informed me would be submitted to them.

The Louisa board will meet on that day, and owing to their scattered positions, it is attended with some inconvenience to have a meeting. Considerations personal to myself, as well as those affecting the interests of the company, make it important that an answer should be received by the time mentioned, about the 13th instant. I hope you may find no difficulty in forwarding it by that time.

Very respectfully,

(Signed) E. FONTAINE,
Pres't Louisa Railroad Company.

MONCURE ROBINSON, ESQ.
Pres't R. F. & P. R. R. Co.

RICHMOND, *July* 12*th*, 1846.

EDMUND FONTAINE, ESQ.

DEAR SIR: I received on my return here last evening, yours of the 9th, in which you state that considerations personal to yourself, as well as those affecting the interests of the company, make it important that an answer should be received by the 13th instant, to the proposition of the Louisa Railroad Company, on the subject of their transportation.

To-day being Sunday, it is of course impracticable to convene the board, and to send you, as you request, a resolution of the board of directors of this company, in reply to the resolutions of the board of directors of the Louisa company, by the mail of to-morrow, but from a conversation with two of the directors, and what I know of the views of the other members of the board, you may, I am satisfied, take it for granted that the proposition of the board of directors of the Louisa company referred to, will be declined.

Respectfully, yours,

(Signed) M. ROBINSON, *Pres't.*

BEAVER DAM, *July* 14, 1846.

DEAR SIR: Expecting to receive by the mail of this morning, the decision of the board of directors of the Richmond, Fredericksburg, and Potomac Railroad Company, to whom, you apprized me, the proposition of the Louisa company would have to be submitted, the directors, with the exception of Mr. Anderson, attended at Louisa court-house to-day. Mr. Anderson enclosed me your letter to him, but as neither that, nor yours to me of the 12th, contained a definite answer to the proposition, it was determined that we must wait for the decision of the directors of the Richmond, Fredericksburg, and Potomac company, made necessary by your first letter to me. Not knowing the cause preventing the meeting of your directors on Monday, and having an important engagement, which will occupy me from home three or four weeks, I write now to request that you will inform me whether the answer of your board will probably be delayed for that length of time, or when I may expect it, that I may regulate my movements accordingly; but you will pardon me for repeating, that the interests of the Louisa Railroad Company make it desirable that the answer should be received as soon as possible.

Very respectfully,

(Signed) E. FONTAINE,
Pres't Louisa Railroad Co.

MONCURE ROBINSON, ESQ.,
Pres't R. F. & P. R. R. Company.

RICHMOND, VA., *July* 16*th*, 1846.

EDMUND FONTAINE, ESQ.

DEAR SIR: I received last evening yours of the 16th, by Mr. Ander-

son, and succeeded this evening in obtaining a meeting of our board, and hand you herein an extract from their proceedings.

Respectfully, yours,

(Signed) M. ROBINSON, *Pres't.*

Exhibit No. 21.

At a meeting of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, on the 16th day of June, 1846:

The president laid before the board a letter from Edmund Fontaine, esq., president Louisa Railroad Company, of the 17th June, communicating a copy of certain resolutions adopted at a meeting of the stockholders of that company, and making, on behalf of the president and directors of the Louisa Railroad Company, the following proposition to this company, viz: "The Louisa Railroad Company offers to the Richmond, Fredericksburg, and Potomac Railroad Company one-half the gross receipts from freight and mail, and one-third of the passenger fare per annum, for doing the transportation on the Louisa Railroad."

The president also read to the board the subsequent correspondence between himself and Mr. Fontaine.

Whereupon, resolved, that the board decline the proposition of the president and directors of the Louisa Railroad Company.

A true copy.

C. W. MACMURDO, Jr.

Exhibit No. 22.

M. Robinson to E. Fontaine, President, July 30th, 1846.

RICHMOND, VA., *July 30th,* 1846.

EDMUND FONTAINE, ESQ.

DEAR SIR: The Louisa Railroad Company having decided on doing their own transportation after the 1st of July next, will probably, ere long, direct their attention to the subject of a supply of motive power for their road, and this company ceasing to transport on it, will have on hand, beyond its own wants, the additional engines and cars, which have hitherto enabled it to do the transportation on the Louisa railroad.

Under these circumstances, we will of course desire to part with a portion of our machinery, and it would, I should think, be an object with the Louisa company to buy of us such of our machinery as may answer their purposes, and as we have to spare, if to be had of us at fair prices.

I write, therefore, to say to you, that we shall be willing to sell to you any of our engines and cars which you may desire to buy, (to the extent of our surplus stock,) at such prices as Mr. Sharp and yourself may agree on, or as a disinterested umpire or umpires, to be appointed by us, may determine to be fair.

Having increased our stock of machinery very considerably beyond

the amount requisite to do the transportation on the Richmond, Fredericksburg, and Potomac railroad, with the view of being adequately provided for both roads, and having certainly lost by the business of carrying on the Louisa road, if we embrace the whole period during which we have been your carriers, we may, I am sure, reasonably reckon on the disposition of your board of directors to purchase their machinery of us, so far as our engines and cars may answer their purpose; whilst the following considerations would, I should think, be very strong ones in favor of your buying of us on the terms proposed:

1. All our machinery has been improved, and adapted to answer exactly the duty which it had to perform, and will, I have no doubt, be found better adapted to the work on your road than new and untried machinery of different models, and of proportions and dimensions which have not been tested by actual service.

2. Whilst our machinery is not new, it is generally in good and effective order, as is shewn by the regularity of the trips on the two roads; and the fact of its not being new, taking into consideration that its valuation would be accordingly, would, I should think, be rather a recommendation than otherwise, by the circumstances that with a given amount of money you would stock your road more abundantly.

3. In the event of a disappointment in your calculations as to the advantage of doing your own transportation, and a wish hereafter to renew your contract with us, if you take of us the machinery for the purpose, we would be able, in the event of a future renewal of the contract, to take back the machinery purchased by you of us, but of course could not probably do so, if now left with a surplus stock.

I make the above suggestions for your consideration, and that of your board, and beg leave to refer you to Mr. Sharp, if you should wish to make any inquiry as to any of our locomotives, cars, &c.

Respectfully, yours,

(Signed) M. ROBINSON.

Letter from Edmund Fontaine to M. Robinson, president, dated Beaver Dam, November 4th, 1846.

DEAR SIR: I received a letter from Mr. Sharp a short time since, in which he gives me the *the* following quotation from a letter of yours: "You will please to say to Col. Fontaine that it would not suit us to keep separate cars exclusively for the business of the Louisa railroad—of course there must be a transhipment at the Junction, unless some other arrangement can be made between the companies." In relation to a transhipment, I have never doubted that some arrangement would be made to supersede that necessity; we would, for obvious reasons, prefer some other mode, although, on the score of expense, we have always relied on the understanding, existing from an early period, that in such event it was not to fall on the Louisa company.

Mr. Sharp did not understand my suggestion exactly. I did not wish your company to appropriate cars "exclusively" to the business of the Louisa road. My proposition will not preclude any other use

you may propose for them, but will merely embrace the principle of each company furnishing toward a joint stock a number of cars proportional to the business of their roads. I have to start to the north to-morrow. On my return, I will embrace an early opportunity to submit, for the consideration of the board of the Richmond, Fredericksburg, and Potomac company, a proposition somewhat in detail. If your board shall, as I doubt not they will, adopt the sentiment you expressed in a former letter, relating to this subject, viz., a readiness to "co-operate in any measures that may seem to be of advantage to the interests of the two companies," I think we shall, without much difficulty, settle on a plan that will be mutually fair and advantageous.

I enclose you a copy of the resolutions of the board of the Louisa company in relation to the purchase of stock from the Richmond, Fredericksburg, and Potomac company.

Respectfully,

(Signed,) E. FONTAINE, *Prest.*

Enclosed resolutions.

At a meeting of the president and directors of the Louisa Railroad Company, at Louisa court-house, on Thursday, the 10th September, 1846:

The president submitted a letter from the president of the Richmond, Fredericksburg, and Potomac company, proposing to furnish to the Louisa company, for doing their transportation after the 1st of July, 1847, such engines, cars, &c., as they might have to spare, and the following resolutions were adopted:

Resolved, That no second-hand engine shall be bought, unless at a very reduced price, and not more than one under any circumstances.

Resolved, That it will be, in the opinion of this board, more economical to construct our own burthen cars than to buy; but if any second-hand cars can be bought on terms consistent with the interest of the company, the president be authorized to do so.

Resolved, That the president of this company be authorized to purchase of the Richmond, Fredericksburg, and Potomac company, one passenger coach and baggage car, if offered at fair prices.

At a subsequent meeting, it was

Resolved, unanimously, That all three engines be bought new, and all of the same pattern.

At a meeting of the directors of the Louisa Railroad Company at the Junction, on the 14th day of August, 1846, the following resolution was adopted:

Resolved, As the opinion of this board, that the president should be very cautious in making purchases of any old machinery, particularly engines.

(Signed,) A. W. TALLEY, *Secretary.*

BEAVER DAM, *November* 18*th*, 1846.

DEAR SIR: I enclose for the consideration of your board a proposi-

tion for the transaction of business on the Louisa road, and the R. F. & P. road from the Junction to Richmond after the 1st of July next, when the present contract between the two companies expires.

I entertain the belief that the two companies will, without much difficulty, be able to adopt a system mutually fair and advantageous to both, and I trust the proposition I now make may be so regarded; if, however, there shall arise any difference of views in relation to the subject matter embraced in the proposition, I am willing to submit every question growing out of our new relation to a board of referees, or hold a conference of the two boards.

Please let me hear from you after the proposition has been acted on.

Respectfully,

(Signed,) E. FONTAINE,
President Louisa R. R. company.

MONCURE ROBINSON, ESQ.,
President R. F. & P. R. R. Company.

Proposition to the president and directors of the Richmond, Fredericksburg, and Potomac company for the transaction of business on the Louisa road, and the R. F. & Pot. road from the Junction to Richmond, after the 1st of July, 1846, when the present contract between the two companies expires.

1st. A stock of burthen cars, sufficient for the business, to be furnished in good order, each party contributing, as nearly as can be ascertained, in proportion to the number of tons carried one mile on their road, but being at liberty to use, each their own stock as they choose, when not wanted for the joint business.

2d. Each company to keep their own cars in good order, and to be responsible for any loss occurring on their own road; no cars to be received by one company from the other out of order; but losses which cannot be shown to have occurred on a particular road, to be borne jointly by the two companies in proportion to the distance the article in question may have been transported.

3d. The freight going out from Richmond to be brought to the Junction by the locomotive of the R. F. & P. company, and that going in to Richmond from the Louisa road to be brought to the Junction by the locomotive of the Louisa company. There shifting the locomotive so as to avoid a transhipment of the loading of freight. Passengers and their baggage to be transferred from one train to the other, as under the present arrangement.

4th. Until some alteration by consent of the two companies, the table of burthen, freight, and passenger fare to remain the same as at present, between Gordonsville and other points on the Louisa road and Richmond, and points between Richmond and the Junction, and the division of receipts to be on the same principle observed under the present arrangement.

5th. Each company to collect for the other and settle monthly. It is conceded that in collecting freight money and passenger fare the R.

F. & P. company would have to receive and account for a larger sum, contemplating the payment of freight in Richmond, on most articles as at present; but of the articles transported jointly on the two roads there will be a variety of expenses chargeable to the Louisa company not incurred by the Richmond, Fredericksburg, and Potomac company.

By order of the board of directors.

E. FONTAINE,
President Louisa R. R. company.

RICHMOND, (VA.,) *November* 21, 1846.

EDMUND FONTAINE, esq.,
President Louisa Railroad Company.

I received on my return here from Philadelphia yours of the 4th instant, and the enclosed resolutions in regard to the purchase of machinery by the Louisa company, and have to-day that of the 18th, "a proposition for the transaction of business on the Louisa road, and the Richmond, Fredericksburg, and Potomac railroad, from the Junction to Richmond, after the first July next, when the present contract between the two companies expires."

With regard to the resolutions enclosed in yours of the 4th, there is no occasion to make any remark. In offering to you, in my letter of the 30th July, the machinery or any portion of it that you might require, at present used by us on the Louisa railroad, I had no wish or expectation that the Louisa Company should purchase of us unless they deemed it for their interest to do so. I infer from the resolutions that you may perhaps wish to take of us the passenger and baggage cars, but nothing more. If you can agree as to the fair price of these with Mr. Sharp, we shall be willing to part with them; if not, the matter is probably of no moment to either company.

With regard to your plan for the transportation, there are material objections to it in several respects, but it is obvious that the details of such a plan could only be arranged on a conference between the presidents or a committee of the two companies. I would respectfully suggest, that instead of a correspondence between us on the subject, which would probably lead to no result, there should be either a conference between ourselves, or a committee of each company, on the subject, in the course of the coming week. We shall then be enabled to see whether an arrangement can be made between the companies, so as to avoid transhipment at the Junction, or whether it be best to make our arrangements with reference to the latter plan.

Very respectfully, your obedient servant,
M. ROBINSON, *President.*

P. S. I propose the coming week for the conference, as the week after I am obliged to go north. A committee of this company can be had at any time at a few hours notice. Be good enough to let me hear from you in reply to this.

At a meeting of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, on the 21st November, 1846, the president laid before the board two communications of Ed. Fontaine, president of the Louisa Railroad Company, of the 4th and 18th of the present month, the first containing certain resolutions of the Louisa Railroad Company in relation to the purchase of machinery for that road; and the second containing "a proposition of the said company for the transaction of business on the Louisa railroad and the Richmond, Fredericksburg, and Potomac Railroad, from the Junction to Richmond, after the 1st July, 1846, when the present contract between the companies expires," with a letter in reply which he proposed transmitting to Mr. Fontaine: whereupon,

Resolved, That the same be approved; and Messrs. Mills and Bosher, with the president, be appointed a committee to confer with any similar committee who may be appointed by the president and directors of the Louisa Railroad Company.

A true copy. C. W. MACMURDO, Jr.

Exhibit No. 23.

At a meeting of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, on the 19th January, 1847, the president read to the board the two following communications from E. Fontaine, president of the Louisa Railroad Company, of the 6th, and one of the 8th instant, the consideration of which had been deferred at the last meeting, and the letter of Mr. Fontaine, dated the 15th instant, since received by him.

To the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company.

GENTLEMEN: The board of directors of the Louisa Railroad Company have instructed me to invite your attention, once more, to the subject of arrangements for transportation between Richmond and Gordonsville, after the expiration of the present contract between the two companies. The proper adjustment of that business deeply concerns not only both the railroad companies, but the public also. The Commonwealth having contributed largely to the construction of the work, has a right to expect at our hands such arrangements as will not defeat the design of making them useful to the community. All our efforts on this point, on a former occasion, having failed, unless we can now agree on terms, the produce coming from the Louisa road, and the merchandise or other goods coming from Richmond, will have to be "transferred from one set of cars to another." I ask you to pause before you decide on having this done. By the agreement entered into, before the books were opened for the subscription of stock to the Louisa road, your company is bound to incur all expenses of transhipment, if there be any. Why should you insist on incurring that expense? It will be not much short of the depôt expenses in Richmond. To make

a transhipment of "produce, merchandise, or other goods from the cars of the one company to the cars of the other, will require nearly the same amount of labor at the Junction that it does in Richmond, unless done with great tardiness and delay, which would have the effect of expelling business from the road. It would require two agents, one to unload the produce and reload it, and another to unload the "merchandise or other goods" going up the road, and reload that; and if you undertake to accomplish the transhipment by a limited number of hands, you must, in that case, require a great deal of space. It will, besides the evils of delay, be necessary to have room enough to store two whole train loads in the depôt at once. Indeed, I do not believe, even if you are willing to endanger driving off the freight by delay, that a small number of hands could, with ever so great labor, tranship the freight. There are from ten to twelve hands employed at the Louisa depôt now to load and unload. You can, without any suggestion from me, appreciate the expense of a number of laborers and agents, sufficient to tranship all the freights going and coming on the Louisa road. Whatever it may be, why not avoid it? If subjected to it, the Louisa trade, in some way, must be taxed unnecessarily to reimburse you; but if not restrained from imposing burthens higher than the present on our trade, by the contract referred to above, it would seem to me that good policy would forbid it; for it is a well established fact that a great deal of produce is now sent to market by wagons, which would be brought on the railroad if the charges were lower. It would then seem to be hopeless to make any calculations of reimbursement by an increase of charges from the Junction. I shall be excused for remarking here that the mercantile axiom of moderate profits on a large business, being better than large profits on very small business, is applicable in an especial manner to railroads, because many of the expenses of their management will be the same, whether you do much or little business; and one very heavy source of expense would continue the same, if there was no business at all on the road, viz., the natural decay of the superstructure and buildings. It would, therefore, seem to be wise policy to aim to get as constant employment as possible, at moderate profit, on the expenses incurred.

Even without an increase of charge for freight, which is plainly forbidden by more than one consideration, transhipment, in addition to the evil effects of delay, is liable to the objection that waste must occur in transferring grain from one set of bags to another, which would be a considerable tax on your company; there would also be injuries to property, the responsibility for which, not being so easily traceable, would be calculated to bring the two companies into collision, all having a tendency to drive business from the Louisa road, and to that extent injuring the interests of the Richmond, Fredericksburg, and Potomac road.

Instead of arrangements calculated to throw obstacles in the way of our business, unless we offer some greater inducements than the present, not only the two railroads, but the merchants of Richmond, are destined to lose a considerable amount of the trade now enjoyed. A

scheme is now in progress for improving the navigation of the Rapid Ann river into the region of country now sending their wheat, &c., to Gordonsville. The farmers of Orange are making large gratuitous subscriptions, believing that the cost of transportation to Fredericksburg will be so much less than on the railroad to Richmond that they will be reimbursed.

I have been endeavoring to show that the increased rates from the Junction, instead of compensating for the expense of transhipment, would produce the contrary effect, by diminishing business; that the evils would be still further aggravated by the weakening of public confidence in the punctuality and safety of the mode of conveyance, to the injury of the Richmond, Fredericksburg, and Potomac company, as well as the Louisa company; but I now respectfully invite you to consider whether, in declining a proposition to dispense with unloading the Louisa freight at the Junction, you do not violate the spirit of the agreement referred to above, which was proposed by the commissioners for receiving subscriptions to the stock of the Louisa company, anterior to opening the books.

Mr. Harris, in his letter to the board of the Richmond, Fredericksburg, and Potomac company, says:

"I have been directed, by instructions in writing from the commissioners appointed by an act of assembly to open books in Louisa and at Gordonsville to receive subscriptions to the stock of the Louisa railroad, to confer with you, anterior to opening the books, in relation to certain stipulations which we deem it important to enter into between the two companies: 1st, that we shall not be compelled to remove our loading from one set of cars to another on arriving at the point of intersection of the two roads; and for the purpose of accommodating the trade and travel between Richmond and the western termination of our road, the expense of the cars to be borne by the two companies in proportion to the ratio which the length of your road from Richmond to the point of intersection may bear to the average distance of transportation on our road."

The letter of Mr. Harris also asked for some security against unequal charges for produce and passengers coming from the Louisa road.

This letter of Mr. Harris was submitted to the board of the Richmond, Fredericksburg, and Potomac co., consisting of John A. Lancaster, president, and R. B. Haxall, James Bosher, Nicholas Mills, and Conway Robinson, directors, and in response thereto many declarations were made and recorded, encouraging them to proceed, all calculated to give assurance that, in the event of the Richmond, Fredericksburg, and Potomac company not doing the transportation for the Louisa company, there would be no obstructions presented; and concluding in the following words:

"This board is willing further to say, that if the Louisa railroad be connected with the Richmond and Fredericksburg railroad at a point and upon a plan approved by the engineers of the two companies, and the cars of the Louisa railroad be brought to such a point as may be

designated by the engineers of the two companies, should there be no arrangement rendering it unnecessary to make a transhipment of produce, merchandise, or other goods from the cars of the one company to the cars of the other, such transhipment shall be made by the officers and agents of this company without charge."

Now, is not the plain and fair construction of this answer that it was a guaranty to the commissioners in relation to their first proposition, to which it was a direct response, viz., that the Louisa freight "should not be removed from one set of cars to another on arriving at the point of intersection of the two roads?" The obligation to assume all expenses growing out of transhipment, if there should be any, was no doubt regarded by the commissioners as the most satisfactory pledge that the Richmond and Fredericksburg company would not be the advocates of such a policy.

It seems to me that the language of the correspondence on this subject, the period when it occurred, viz., anterior to opening the books of subscription for the Louisa road, together with the known character of the commissioners as gentlemen of prudence and forecast, all combine to make the impression that the Louisa commissioners ought, and the board of the Richmond, Fredericksburg, and Potomac company intended, to give a guaranty that there should be no transhipment, by the pledge that, if there was any unloading, it should be done without charge to the Louisa company; although I believe now, as I have said formerly, there need be no insurmountable difficulty in carrying on the business with a transhipment, yet it will be much more fruitful in subjects of difference between the two companies than the plan I first proposed, and will require the utmost effort, and that with perfect harmony, to remove the apprehensions of our patrons in relation to delay and the vexatious questions arising out of losses. The Louisa board are decided not to assume any responsibility on the subject of transhipment, either directly or indirectly, by undertaking that expense in lieu of any consideration. They believe that it is forbidden, as well by the spirit and design of the contract above alluded to, as by a proper regard to the interests of both companies and our just obligations to the Commonwealth, to do nothing unnecessarily to impair the public usefulness of our roads.

In addition to these considerations I may state, on the subject of expense, that a transhipment will subject both companies to the necessity of having a larger number of burthen cars. Each will be required to keep a full supply for the Louisa trade; whilst the same number, contributed jointly, would do the same business, and more, because the delays at the Junction would be avoided. Here are a number of reasons which seem to me to be entitled to great weight in favor of having no transhipment, but using a joint stock of cars, and I have yet to hear of an objection to the plan the Louisa board first proposed, which cannot be obviated. At the suggestion of the highly respectable superintendent of your road, I have changed the original contract I made for wheels, and have now, at an increased cost of about $300, contracted

for wheels to correspond exactly in height with those used on your road, although I have been advised that these were not the best.

Whilst there has been no attempt at reconciling any supposed objections to my first plan, I have heard an intimation that, possibly, we might not keep our road in as good order as yours. On that point I will only remark, I regard it very bad economy to keep a railroad in bad order, and that our interest will drive us to keep our road in proper order for running at the speed for carrying the mail and passengers, which will insure the safe passage of burthen cars at the slow speed of burthen trains. We shall have stronger inducements to keep our road in good order than we had during the last eight years; and taking the average of time, I think I may safely say, there has been no just cause of complaint. At all events, in relation to any difficulty that may arise on this subject, we shall be willing to submit to the arbitration of a disinterested board, as well as on all other subjects.

The only plan, to avoid transhipment, other than that proposed first on behalf of the Louisa board, would be for one or the other of the companies to furnish all the cars and be allowed a compensation for their use on the road of the other; situated as these companies are, where it is peculiarly proper to cultivate a common feeling of harmony and good will, it would seem most natural that they should conduct a business in which their interest is common, if practicable, and it is entirely so, by a contribution of what is requisite to a common stock. It seems to be likely to produce good results, to blend our interests as much as possible, where, as in this case, our rights can be easily separated and properly understood. If either were to furnish all the cars requisite for the trade between Richmond and Gordonsville, it would be more proper for the Richmond, Fredericksburg, and Potomac company to do so, having now a stock that accommodates the business. It would not suit the Louisa company to furnish all the cars, as it might require a larger outlay than they are willing to expend to make the arrangement satisfactory to the Richmond, Fredericksburg, and Potomac company; this board is desirous now, as it always has been, to make arrangements in the spirit which characterized the correspondence between the Louisa commissioners and the Richmond and Fredericksburg board, in April, 1836, when the latter declared that the construction of the Louisa road would, in the opinion of said board, "add largely to both the trade and travel of the road under their charge," and expressed a willingness on its part "to do what it can within the scope of its power to forward the object." The Louisa board desires no arrangement that will not add to the trade and travel of the Richmond, Fredericksburg, and Potomac road. They desire to add to their own business, and in doing that, must empty their treasures into the lap of the Richmond, Fredericksburg, and Potomac company. If they shall be, as this second appeal shews they desire not to be, unable to effect an amicable and judicious arrangement for the mutual advantage of both companies, they have made up their minds to bear with unremitting and patient

endurance whatever losses may ensue, that cannot be remedied by the application of industry, economy, and all other legitimate remedies.

In responding to this proposal to renew our conference on the subject, it is respectfully suggested that the answer will be more satisfactory if made by a full board than by a committee. The Louisa board is now in this city, and will be glad to hear from you at your earliest convenience.

By order of the board of directors.

E. FONTAINE,
President of the Louisa Railroad Co.

Richmond, January 6th, 1847.

RICHMOND, *January 6th*, 1847.

To the PRESIDENT AND DIRECTORS
Of the Richmond, Fredericksburg,
and Potomac Railroad Company.

GENTLEMEN: The time is now arrived when it will be prudent to make some arrangement to have a proper stage line to accommodate passengers between this place and Charlottesville, Staunton, &c., who may travel over the two railroads. I apprehend the stage contractor will not be willing to connect with us on an equal division per mile of the passenger fare. To keep the through fare down to a limit that will prevent the packet boats and the Valley turnpike from drawing the travel from our roads, it will be necessary to make some concession in favor of the stages. I expect in a few days to see Messrs. Farish & Co. on the subject. May I not calculate on your co-operation in effecting this arrangement, by paying part of the bonus they may require, as the travel is mutually important to both roads?

Please let me hear from you on this subject as early as possible.

Respectfully,

E. FONTAINE,
President Louisa Railroad Company.

RICHMOND, *January 8th*, 1847.

To the PRESIDENT AND DIRECTORS
Of the Richmond, Fredericksburg,
and Potomac Railroad Company.

GENTLEMEN: I addressed you a letter a few days since, inquiring if your company, with a view to secure our railroad against the competition of the Winchester route and the canal, would not unite with the Louisa company in making the necessary allowance to a stage contractor, to secure an equal division of the passenger fare per mile, in a through ticket from Richmond, Baltimore, and other places, to Staunton. An allowance, I presume, will have to be made in some form. Heretofore it has been done by a division of the mail pay of the Louisa company, in which the R. F. and P. company and the Louisa company were equally interested, which amounted to $1,431 84.

I propose, if found necessary to induce the stage owner to consent to an equal division of passenger fare, to allow them on passengers, from Staunton and other points west, a sum per capita, so as to make an amount per annum, not exceeding the sum heretofore allowed—say $1,400.

In arriving at this, I would take the number as near as I can come at it, from the number who went to Staunton the last twelve months, presuming as many came this way. This mode of allowance will make it the interest of the stages to bring as many passengers over our roads as possible.

I propose that the sum, requisite to produce the amount of annual allowance, be first deducted for the benefit of the stages from each through ticket. And then that the three parties, viz., the two railroad companies and the stages, divide the balance according to distance.

I expect to meet Mr. Farish on this subject on Monday next, and, if practicable, I should be very glad to get your answer by the train on Monday morning.

My present purpose is to leave the city in the morning.

Respectfully,

(Signed) E. FONTAINE,
President Louisa Railroad Company.

RICHMOND, 15*th January*, 1847.

To the PRESIDENT AND DIRECTORS
Of the Richmond, Fredericksburg,
and Potomac Railroad Company.

GENTLEMEN: From the published proposals for carrying the mail after the 1st July next, it appears that the Louisa train is required to leave the Junction at 4½ p. m. And that the Richmond train will leave Richmond at 8 a. m., arriving at the Junction probably at 9½ a. m. From that time until 4½ p. m., seven hours, the Louisa passengers will be detained, unless some provision is made to start them from Richmond at a later hour than 8 a. m., the time at which the northern mail leaves. In the suggestion I am about to make, I trust I shall not be censured for any improper intrusion or interference in the management of the business of your company, but that you will give me credit for being actuated by a desire to see adopted the best plan for promoting the interests of both companies.

The president of the Richmond, Fredericksburg, and Potomac Railroad Company, in the conference held on the subject of transportation of freight, expressed the opinion that there would be a great increase of freight on the Richmond, Fredericksburg, and Potomac road, especially of merchandise from the north, and that it would be your policy to run very frequent freight trains. The freight on the Louisa road has been steadily increasing. This, with the contemplated increase on the Richmond, Fredericksburg, and Potomac road, I have supposed would certainly furnish employment for a daily train, as far as the

Junction, of an amount of tonnage suited to the power of a second class engine at least.

Now, what I would suggest is, that the Louisa passengers shall be taken out with the freight for both roads, starting from Richmond, say at 1 p. m., and arriving at the Junction by 4 p. m.; and starting back the next day from the Junction on the arrival of the Louisa train—that is, after the northern mail train has passed up, say 9½ a. m. It will readily occur to you that this special freight train between 4½ p. m. and 9½ a. m. next day could, if desired, go to any point as far as Fredericksburg and return. I am induced to make this suggestion, believing it the best way to prevent the detention alluded to, which will be so fatal to our travel, viz., from 9½ a. m. to 4½ p. m., and that it would be merely an adequate provision for the freight of the two roads, and carrying out the views of the president of the Richmond, Fredericksburg, and Potomac company alluded to, of frequent freight trains, to accommodate the expected freight business in northern merchandise.

May I not hope for your concurrence in this suggestion, as calculated to promote the interests of both roads. It is important that I should know your views on this subject, that I may know how to modify the bid of the Louisa Railroad Company, under the existing proposals for carrying the mail.

Please let me hear from you as early as practicable in relation to this suggestion. I shall be in Richmond for a few days.

By order of the board.

(Signed,) E. FONTAINE,
Pres't Louisa R. Co.

P. S. I would think of a double train on the Louisa road, but nothing would be gained by advancing the passengers to Gordonsville in the morning, there being no means to get them in from that point until night. The detention would only be transferred from the Junction to that place.

(Signed,) E. F.

Which being considered, the following preamble and resolutions were adopted:

The board of directors regret that the Louisa Railroad Company declined a renewal of the contract under which the transportation was done by the R. F. & P. R. R. Co. on the Louisa railroad, on terms which the board of public works, the umpire selected by the Louisa Railroad Company, had determined to be just and fair between the parties. They regret this, because it is, in the opinion of the board, impossible to devise any other plan on which transportation can be effected between points on the Louisa railroad and Richmond, with as small an outlay of capital, or as diminished an annual cost to the two companies, and consequently that there can be none under which, in

justice to their stockholders, produce and merchandise can be conveyed at as low charges.

The board the more regret the decision of the Louisa company, as it appears from the reports of the presidents and directors of the Louisa company that the transportation on the Louisa railroad had been hitherto effected by this company in the most regular and satisfactory manner.

The board will only add, on this subject, that they are satisfied that they could not, in justice to their stockholders, have effected the transportation on the Louisa railroad at lower rates than those which were allowed them in the award of the board of public works; and they are equally satisfied, notwithstanding the estimates of the Louisa company, that the transportation of passengers and freights on the Louisa railroad, if as satisfactorily performed, must be more expensive to the Louisa Railroad Company. But the Louisa Railroad Company had certainly a right to decide for themselves on this subject; and having determined to effect their own transportation, the board of directors of this company see no advantage in the intermediate arrangement since proposed by the directors of the Louisa company, of a train of cars made up by contribution of the two companies to run on both roads, calculated to counterbalance the objections which, in their estimation, present themselves to it.

Indeed, the more their attention has been drawn to the subject, the more they are impressed with the conviction that under present arrangements, with the different opinions of the two boards on many subjects, the future harmony of the two companies will be best promoted, and the public be best accommodated, by each company, after the termination of the present contract, confining its attention exclusively to its own road. They are willing, under this arrangement, to assume the duty of transhipment at the Junction; but they prefer incurring this to adopting a mixed arrangement, not contemplated in the act of incorporation of either company; more apt, in their opinion, to occasion perplexing questions between the Louisa company and themselves; more fruitful of differences, and under which, in the event of accidents and liabilities for losses, it would also, in their opinion, be much more difficult to ascertain the exact responsibility of each company.

Resolved, therefore, That this company will, from and after the 1st of July next, be prepared to receive and deliver passengers and property at the Junction, provided the Louisa Railroad Company will, in the mean time, construct a track or tracks alongside a similar track or tracks to be constructed by this company, so that articles can conveniently be removed from the cars of one to those of the other company. That the best efforts of this company will be given to avoid, as much as possible, any disadvantages which may be attendant on transportation; and whilst it is evident that they cannot afford to transport on the same terms for short as for long distances, it is their intention to comply, to the utmost, with every pledge given in the letter, referred to by

Mr. Fontaine, of the president of this company, prior to the opening of the books of subscription for the Louisa railroad, and with every requirement of their charter; and, in the transaction of the business on their railroad, to afford the accommodation of their road to all of its customers on the most favorable terms which, in their opinion, may be consistent with the interests of the stockholders, and the duty of the board to them.

That this company, in ceasing to be carriers on the Louisa railroad, do not deem it expedient or advisable to be parties in the arrangement proposed by Mr. Fontaine for paying a bonus to the stage contractor for running passengers between the termination of the Louisa railroad and Staunton. And whilst, if it should appear to them to be hereafter their interest to do so, they will be willing to bear their fair proportion of any deduction in favor of the Staunton travel by this route, yet at present it seems to them, if there should be no combination between the packets on the James river canal and the river and bay steamboats for the diversion of travel from this railroad, (and there appears to be none between the Winchester and Potomac and Baltimore and Ohio railroads,) that it will be most expedient for this company to enter into no combination on its part, which would be apt to produce a similar combination between the packets on the James river canal and the river and bay steamers. That this company, after a full trial of the plan of running passenger cars with freight trains for the accommodation of the travel on their own road, have for some years abandoned the plan as inexpedient. That on an examination of the proposals for the transportation of the mail on the Louisa railroad, after the 1st of July next, it appears that proposals are invited by the Department for connecting with the northern train at 4½ p. m., or with the Richmond train in the morning. Of course the Louisa Railroad Company has only to submit its proposal for a connexion with the Richmond train, as at present, (which this company has always deemed the most desirable connexion,) to retain the arrangements at present existing.

BEAVER DAM, *January* 14*th*, 1847.

DEAR SIR: I expect the directors of the Louisa Railroad Company to be with me in Richmond this evening. I hope it will have been convenient for you to assemble your board since I saw you, and that you can let me have their answer to our communication of the 6th instant this evening, at Mrs. Tompkins' boarding-house.

Respectfully, E. FONTAINE,
President Louisa R. R. Co.

RICHMOND, VA., *January* 14*th*, 1847.

EDMUND FONTAINE, ESQ.,
President L. R. R.

DEAR SIR: I am in receipt of yours of to-day. In reply, I have to state that there was a meeting of the board of directors of the R. F. and

P. R. R Co. last evening, but as the board was not a full one, and you had expressed a preference that your communication of the 6th should be acted on at a full board, and there was moreover much other business before the board, the members present decided on deferring its consideration, and that of your letters of the 6th and 8th, until their next meeting. There will probably be another meeting of the board in the course of a few days, when your communication of the 6th, and your letters of the 6th and 8th, will be laid before it. In the mean time I should be gratified to see you, if it should be convenient to you to call at the railroad office.

Respectfully, yours,

M. ROBINSON, *President.*

RICHMOND, VA., *January* 16*th*, 1847.

DEAR [SIR:] I find it necessary for me to go home this morning. It will greatly oblige me if you can have a meeting of your board to-day, and let me get their answer, or your own decision as to my last letter, which will be satisfactory, either by to-morrow or next day's train.

Respectfully,

E. FONTAINE.

RICHMOND, VA., *January* 16*th*, 1847.

EDMUND FONTAINE, ESQ.

DEAR SIR: I am in receipt of yours of this morning. I purpose calling a meeting of our board for Tuesday morning; at which time I hope to be able to obtain a full board, as requested by you. In the mean time, if you will refer again to the proposals of the Post Office Department, you will perceive that they do not require you to leave the Junction at 4½ p. m., on the arrival of the train from Washington, but invite proposals for a connexion either with the train from Washington at that hour, or from Richmond, as at present, as you may prefer. We have no doubt that the connexion with the Richmond train going west, as it has been made by us for many years past, is the most advisable, and should have great objection to running passenger cars with a freight train, as proposed by you, between this and the Junction. Under the circumstances, I have no doubt that if your offer to the Department is confined to a connexion with the train from Richmond, as was the case in the proposition of the Louisa company four years since, that it will be accepted.

Respectfully, yours,

M. ROBINSON, *President.*

A true copy.

C. W. MACMURDO, JR.

No. 24.

Memorial of the president and directors of the Louisa Railroad Company, complaining of the violation by the Richmond, Fredericksburg, and Potomac company of a certain contract, &c., &c., and praying relief.

To the general assembly of Virginia:

The memorial of the Louisa Railroad Company respectfully represents, that the interests committed to their charge, and which it is their duty to watch over and guard, stand in need of the interposition of your authority to insure to them protection against serious losses and injuries, and that the Commonwealth has invested in stock of this company the sum of $187,800.

There are grave reasons to apprehend that, by means of obstructions about to be thrown in our way by the Richmond, Fredericksburg, and Potomac company, their road will practically cease to be an outlet to a large amount of trade and travel which would otherwise pass over the Louisa road, and thus the object of making these railroads promote the general advantage of the community would be defeated. It is with sincere regret, and only after the exhaustion of all the efforts that an anxious desire (as shewn by our correspondence) to adjust our difficulties could suggest, that we are constrained by a sense of our duty to appear before you. See papers marked A.

Soon after the Richmond, Fredericksburg, and Potomac road went into operation, some of the most prominent members of that company agitated the scheme of making a branch road in the direction of the mountains, and enlisted in the enterprise the most active and influential citizens of Louisa and Hanover. An application was made, and a charter granted by the general assembly, incorporating the stockholders of the Louisa Railroad Company to construct a road to intersect with the Richmond, Fredericksburg, and Potomac road. Previously, however, to opening books of the subscription, it occurred to the commissioners appointed for that purpose that some of the very difficulties we are now subjected to might occur; and before they would open their books, to guard against them, proposed to enter into certain stipulations with the Richmond, Fredericksburg, and Potomac company; the first and most important of which, as will appear from the accompanying papers marked B, was, that there should be no unloading of the Louisa freight at the point of intersection; and supposing that the Louisa company might cease to hire the mother company to do her transportation, also proposing, in such event, that there should be a joint contribution of burthen cars to transport between Richmond and Gordonsville. The answer of the board (see same paper) was such generally as to induce the company to rely on their aid and assistance, in good faith, to the fullest extent "within the scope of its powers;" and, on the subject of transhipment of freight at the point of intersection, their answer was doubtless regarded as a guarantee that there should be no unloading.

These stipulations, considering the circumstances under which they were entered into, seem to your memorialists to claim all the force and obligation of a charter; and how they are to be observed will presently appear.

The commissioners, having these stipulations in addition to the security of mutual interest, to prevent any unnecessary obstacles being thrown in their way, opened the books, obtained the requisite private subscriptions, subsequently procured the subscription of the Commonwealth, constructed the road, and (as was always contemplated) the president and directors employed the Richmond, Fredericksburg, and Potomac company for a period of years to do their transportation.

The terms agreed on were the same for which the Petersburg and Roanoke company transported for the Greenesville road, viz., one-half the gross receipts for freight and mail, and one-third of passenger fare, for which sum they have continued to transport for the Greenesville company until the present year, when the latter company, thinking they paid too much, the Petersburg company have abated their demands, and, as we are informed, now carry all their freight and passengers for two-fifths, being a handsome concession in favor of the Greenesville company. Our carriers, however, the Richmond, Fredericksburg, and Potomac company, at the expiration of the first contract of four years, demanded more. After many fruitless efforts to renew the contract, the Louisa company, having no engines or cars, the subject was referred to the board of public works, whose award, we know, as we have ever said, was made with the disposition and intention to do us justice, but their professions and occupations not making them familiar with the details of such business, the superior information, skill, and tact of the president of the Richmond, Fredericksburg, and Potomac company secured to his company a bargain by which your memorialists think that they have been paying the Richmond, Fredericksburg, and Potomac company (assuming our share of the whole expense, according to distance) not less than $8,500 per annum more than it cost them, taking their own reports as the basis of the calculation. See paper marked C.

The stockholders, at their annual meeting in June last, determined that they would not continue to pay so large a sum, amounting to an average of more than $23,500 per annum, and the last year near $25,000. The board was instructed to offer to return to the original contract, viz., that so long existing between the Petersburg and Greenesville companies, which, on the basis of our last year's business, would have given them very nearly $20,000. This offer being refused, the Louisa company determined to do their own transportation after the first of July next, the expiration of the present contract, and this determination has given rise to all the troubles and difficulties which have arisen between the company whose interests are committed to our charge, and the Richmond, Fredericksburg, and Potomac company. Our stockholders exercised the simple, and as we suppose innocent, right to judge of the amount we should pay another corporation for doing our carrying. We should have been derelict to the trust confided to us if we

had advised them to hire their transportation at a cost, in our opinion, not only far greater than the expense incurred by the carrier, but much greater than we believe it would cost us. We have obeyed the order of the stockholders in preparing to do our own transportation, and it is with the deepest regret that we find all our efforts to agree upon some fair and equitable mode of getting our freight and passengers to and from the Junction have failed. We are altogether unconscious of any good cause for having forfeited, as it appears we have, that sympathy and interest manifested for our railroad when we were about to embark in it, and that aid and assistance so freely offered at the same period, and which induced the citizens of Louisa, Orange, Hanover, &c., to depend on the Richmond, Fredericksburg, and Potomac road as an outlet for the business which might be collected on their road. The president and directors of the Louisa road, not unmindful of the obligations of gentlemen to conduct all correspondence and intercourse of every kind with others in a spirit of courtesy, but in this case there being the superadded consideration of dependence, admonishing us to avoid any cause of irritation, have vainly endeavored, in the exercise of a spirit of conciliation, compromise, and forbearance, to bring about an amicable and judicious arrangement for the mutual interests of the companies, as the papers maked A will show. They have made a variety of propositions for conducting the business from the Junction, all of which have been rejected. A general proposition of reference to arbitrators has been rejected. An invitation to the president of the other company to make a proposition has been declined, with the declaration he had none to make; a proposition to continue the existing rate of charge, and the pro rata principle of division of receipts from the Junction, has been declined, upon the allegation that we had no claims upon them. A transhipment of freight is insisted on, as we think, to the manifest injury of both parties, and in disregard of the stipulations of the writing above referred to, marked B. The plain object and intent of which was, to guard against unloading at the point of intersection of the two roads, and we have been apprized that additional burthens will be imposed on our passengers and freight from the Junction to Richmond.

The determination to raise the charges from the Junction on Louisa freight and passengers, after we commence doing our own transportation, seems altogether irreconcilable with any sound policy, or any object that should be aimed at. It will inflict a serious injury on the Louisa road, and probably a corresponding injury on the other road also, by the diminution of business. It does not appear to your memorialists that there is the semblance of apology for the increased charge on passengers, as it is quite probable they would only fill up otherwise vacant seats in their cars that are passing by, and in such case the transportation of Louisa passengers would cost them really nothing. In relation to freight we will make a few statements to show what would be the operation on the Louisa company for the Richmond, Fredericksburg, and Potomac company to claim, out of the present

freight from Gordonsville, their local charge from the Junction. As we understand their practice the Chesterfield rates might be applied to our freight at [the] Junction; but suppose they charge only the Taylorsville rates, the nearest of the way to Richmond.

	Present rate from Gordonsville to Richmond.	Richmond, Fredericksburg, and Potomac company would get	Leaving for the Louisa company.
Grain in owners' bags per 100 lbs	20cts.	For 24¼ miles 9 cts.	For 50 miles 11 cts.
Flour per bbl	40	For 24 miles 20 "	For 50 miles 20 "
Salt, per sack	40	For 24 miles 20 "	For 50 miles 20 "
Bar iron, per 100 lbs	25	For 24 miles 10½ "	For 50 miles 14½ "
Tobacco, per 100 lbs	35	For 24 miles 12½ "	For 50 miles 20 "
Plaster, per ton	2.25	For 24 miles 1.50 "	For 50 miles 75 "

Does the Richmond, Fredericksburg, and Potomac company think the existing rates too low? If so, why did they fix them at that standard when they were the carriers? If not too low, how can they, on principles of fairness, claim such a division as we have exhibited above? What can be their object? If it be to destroy the Louisa trade, it is the proper course.

As a proof that no addition to the existing charges for freight is necessary to yield an adequate profit on transportation, we state the fact, that they were adopted by the Richmond, Fredericksburg, and Potomac company as our carriers, knowing that they would encounter the disadvantage of running their trains with full expenses and small freights, while collecting it at different depôts. Satisfied with their rateable share between Richmond and [the] Junction under these circumstances, when we assume the expensive work of collecting in small parcels and deliver to them in large quantities, how can they stand justified for demanding higher rates than the present, when it is evident that the transportation will then be more profitable without an increase of charge; we further state, that:

The Baltimore and Ohio company carries	flour per bbl	179	miles	for	60 cts.
" "	plaster per ton	75	"	"	150
" "	tobacco per 100 lbs	179	"	"	30
" "	bacon, butter, lard, fish, salt, &c., per 100 lbs.	179	"	"	25
" "	manf'd iron per 100 lbs.	179	"	"	30
The Petersburg and Roanoke company carries	wheat per bus.	63	"	"	8½
" "	corn	63	"	"	6½
" "	oats	63	"	"	4½
" "	salt per sack	63	"	"	30
" "	fish per bbl	63	"	"	33½
" "	flour per bbl	63	"	"	20
The Boston and Worcester and Western railroads carry	grain in bags per 100 lbs	200	"	"	20
" "	tobacco per 100 lbs	200	"	"	20

[The Boston and Worcester and Western railroads carry] lime, plaster, and groceries generally, per 100 lbs....	200 miles	for	20 cts.
" " flour per bbl....	200 "		30 to 34

These roads are believed to be as well conducted and as prosperous as any in this country, and if they can afford to transport at the rates above mentioned, which are taken from their latest published tables, why should the Richmond, Fredericksburg, and Potomac company refuse to abide by the existing arrangement of freights between Gordonsville and Richmond, which are from 50 to 250 per cent. higher than those quoted above?

The tariff of charges between Richmond and Gordonsville will not bear an increase without resulting in a loss of business. If the Richmond, Fredericksburg, and Potomac company have any object in view, which will compensate them for the loss of a large portion of the Louisa trade, the case is different with us; we cannot afford to lose it. When we decided not to pay the high price demanded for doing our transportation, we learned, by public rumor, that it was predicted by some connected with the Richmond, Fredericksburg, and Potomac company that we would never make another dividend. We do not assert that this policy is resorted to for the purpose of verifying that prediction, but whatever may be the design, it is manifest that the natural operation of the whole policy indicated will be to curtail, to a great extent, the receipts of the Louisa road. Transhipment of the Louisa freight, with all the unavoidable evils of delay, and vexatious questions about losses, is insisted on, against the spirit of the "stipulations" referred to, and against the remonstrances of the farming community, in addition to those of your petitioners, and additional burthens on our business are to be laid on those now far greater than on most railroads we are acquainted with; and although, having every reason to be satisfied with our prospects of success in our undertaking to do our own transportation so far as depends on ourselves, yet it is doubtless in the power of the Richmond, Fredericksburg, and Potomac company to injure us seriously if they determine to do so.

Whilst we would avoid even the appearance of hostility to that company, by joining in the general clamor against them, convinced that we have tried in a spirit of compromise and forbearance, as long as there was any hope of adopting measures for our security, we cannot be restrained from doing our duty by the possibility that such a charge may be brought against us. It is not only our interest to cultivate a good understanding with that company, but it is the course most congenial to our feelings; and if this appeal to you, as the common guardian of the public interests, in behalf of the weak and dependent against the strong and powerful, shall be regarded as a hostile indication, we can only say it is not our fault, and we would gladly have avoided it. We desire now but the protection of our interests, nothing but the adoption of measures for the mutual advantage of both companies, but despairing of any such, we ask your aid; we cannot fold our arms and patiently wait "till de-

struction cometh." We know not what else to do, but to ask for the right to extend our road to the city of Richmond, or for any other relief which your wisdom may suggest, and for the accommodation of our passengers to be allowed to establish a line of stages, after the 1st of July, between the Junction and the city of Richmond.

By order and on behalf of the board of directors.

E. FONTAINE,
January 21st, 1847. *President Louisa R. R. Co.*

A.

BEAVER DAM, *November* 18, 1846.

DEAR SIR: I enclose for the consideration of your board a proposition for the transaction of business on the Louisa railroad and the Richmond, Fredericksburg, and Potomac road, from the Junction to Richmond, after the 1st of July next, when the present contract between the two companies expires.

I entertain the belief that the two companies will, without much difficulty, be able to adopt a system mutually fair and advantageous to both, and I trust the proposition I now make may be so regarded; if, however, there shall arise any difference of views in relation to the subject matter embraced in the proposition, I am willing to submit every question growing out of our new relation to a board of referees, or hold a conference of the two boards. Please let me hear from you after the proposition has been acted on.

Respectfully,

E. FONTAINE, *Pres't.*

MONCURE ROBINSON, esq., *Pres't.*

Proposition to the president and directors of the Richmond, Fredericksburg, and Potomac company for the transaction of business on the Louisa road, and the Richmond, Fredericksburg, and Potomac road, from the Junction to Richmond, after the 1st of July, 1847, when the present contract between the two companies expires.

1st. A stock of burthen cars, sufficient for the business, to be furnished in good order, each party contributing as nearly as can be ascertained in proportion to the number of tons carried one mile on their road, but being at liberty to use each their own stock as they choose, when not wanted for the joint business.

2d. Each company to keep their own cars in good order, and to be responsible for any loss occurring on their own road. No cars to be received by one company from the other out of order; but losses, which cannot be shown to have occurred on a particular road, to be borne jointly by the two companies in proportion to the distance the article in question may have been transported.

3d. The freight going out from Richmond to be brought to the Junction by the locomotive of the Richmond, Fredericksburg, and Potomac company, and that going into Richmond from the Louisa road,

to be brought to the Junction by the locomotive of the Louisa company. There shifting the locomotive, so as to avoid a transhipment of the loading of freight; the passengers and their baggage to be transferred from one train to the other, as under the present arrangement.

4th. Until some alteration, by consent of the two companies, the table of burthen freight and passenger fare to remain the same as at present between Gordonsville and other points on the Louisa road and Richmond. The division of receipts to be on the same principle observed under the present arrangement.

5th. Each company to collect for the other and settle monthly. It is conceded, that in collecting freight money and passenger fare, the Richmond, Fredericksburg, and Potomac company would receive and account for a larger sum, contemplating the payment in Richmond, on most articles as at present; but of the articles transported jointly on the two roads, there will be a variety of expenses chargeable to the Louisa company not incurred by the Richmond, Fredericksburg, and Potomac company.

By order of the board of directors.

E. FONTAINE,
Pres't Louisa Railroad Company.

Richmond, F. & P. R. R. Office.

RICHMOND, 21*st November*, 1846.

E. FONTAINE, esq., *President Louisa R. Co.*

DEAR SIR: I received, on my return here from Philadelphia, yours of the 4th instant, and the enclosed resolutions in regard to the purchase of machinery by the Louisa company, and have to-day that of the 18th, enclosing a proposition for the transaction of business on the Louisa road and the Richmond, Fredericksburg, and Potomac railroad, from the Junction to Richmond, after the first July next, when the present contract between the two companies expires.

With regard to the resolutions enclosed in yours of the 4th, there is no occasion to make any remarks. In offering to you, in my letter of the 30th July, the machinery, or any portion of it that you might require, at present used by us on the Louisa railroad, I had no wish or expectation that the Louisa company should purchase of us, unless they deemed it their interest to do so. I infer from the resolutions that you may perhaps wish to take of us the passenger and baggage cars, but nothing more. If you can agree as to the fair price of these with Mr. Sharp, we shall be willing to part with them; if not, the matter is probably one of no moment to either company. With regard to your plan for the transportation, there are material objections to it in several respects, but it is obvious that the details of such a plan could only be arranged on a conference between the presidents, or a committee of the two companies.

I would respectfully suggest that, instead of a correspondence between us on the subject, which would probably lead to no result, there should

be either a conference between ourselves or a committee of each company on the subject, in the course of the coming week. We shall then be enabled to see whether an arrangement can be made between the companies, so as to avoid transhipment at the Junction, or whether it be best to make our arrangements with reference to the latter plan.

Very respectfully, your obedient servant,

M. ROBINSON, *President.*

P. S. I propose the coming week for the conference, as the week after I am obliged to go north. A committee of this company can be had at any time at a few hours' notice. Be good enough to let me hear from you in reply to this.

M. ROBINSON.

In accordance with the request contained in the foregoing, the president went to Richmond, and addressed the following letter to the president of the Richmond, Fredericksburg, and Potomac Company:

RICHMOND, *November* 25, 1846.

DEAR SIR: As the proposition I have submitted to the Richmond, Fredericksburg, and Potomac Railroad Company for the transaction of business between that company and the Louisa company, after the expiration of the present contract, is deemed by you liable to material objections, it seems to me the settlement of the matter will be greatly promoted if you will present some one or more propositions that would be acceptable. I therefore request that you will do so, and will thank you to send what you have to offer to Mrs. Tompkin's boarding house some time during the day to-morrow. Respectfully,

E. FONTAINE,
President Louisa R. Co.

MONCURE ROBINSON, esq.,
President R. F. & P. R. R. Co.

The president of the Richmond, Fredericksburg, and Potomac Company made no written reply, but attended the session of the board of directors of the Louisa company, and in reply to an inquiry from the president of the Louisa company what proposition he would make in behalf of the Richmond, Fredericksburg, and Potomac company, stated they had no proposition to make; that they would, at the termination of the contract, comply with the regulations of their charter, and transport all produce, passengers, and merchandise that might be brought to the Junction by the Louisa Railroad Company, admitting that the Richmond, Fredericksburg, and Potomac company were bound by an agreement entered on the books of their company, before any subscription to the stock of the Louisa company, to incur the expense of transportation at the Junction. During the conversation between the presidents of the two companies the president of the Richmond, Fredericksburg, and Potomac company stated that if the Louisa company pre-

ferred to have no transhipment, their cars might be taken to Richmond, without unloading, by the locomotive of the Richmond, Fredericksburg, and Potomac company, being allowed by the latter company one half cent per ton per mile for the use of their cars.

On the following morning, when a conference was held at the office of the Richmond, Fredericksburg, and Potomac company, the following proposition was made by the board of the Louisa company:

The Louisa company will give the Richmond, Fredericksburg, and Potomac company half a cent per ton per mile to furnish sufficient number of well constructed cars to do all the transportation of produce and merchandise between Junction and Gordonsville promptly, the Louisa company being responsible for losses on their road, and not to receive any cars on their road which the agent of the Louisa company considers out of order; the above compensation of half a cent per ton per mile being the allowance offered by the president of the Richmond, Fredericksburg, and Potomac company to the Louisa company, if that company furnished all the cars. This arrangement, avoiding the expense of transhipment at the Junction, which the Richmond, Fredericksburg, and Potomac company have admitted should devolve on them, if there be any, and the plan of transhipment being one advocated by said company, the expense of keeping accounts and collecting in Richmond for the Louisa company being considered by said company equal to the expense of transhipment at the Junction, the Richmond, Fredericksburg, and Potomac company to collect and keep accounts for the Louisa company without charge. This proposition was rejected. The president of the Richmond, Fredericksburg, and Potomac company having remarked, during the conference, that he would sooner give the Louisa company one cent per ton per mile for the use of their cars than to permit cars to go on the Louisa road, the following proposition, being the third, was made.

The Louisa Railroad company will furnish the necessary number of burthen cars for doing the transportation on the Louisa railroad from Gordonsville to the Junction, and they will allow their cars to come on to Richmond, drawn by the locomotive of the Richmond, Fredericksburg, and Potomac company, said company paying to the Louisa Railroad Company one cent per ton per mile from the Junction to Richmond and from Richmond back to the Junction, for the use of their cars, the table of rates to remain as at present until changed by consent of parties, and the division of receipts to be made as under the present contract, the two companies to collect and keep accounts for each other without charge, and settle monthly. This proposition was also rejected.

The following proposition was then made, viz., to submit every question growing out of the new relation of the two companies, after the first of July, 1847, to a board of referees. This was also rejected.

E. FONTAINE, *President*.

To the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company.

GENTLEMEN: The board of directors of the Louisa railroad company have instructed me to invite your attention once more to the subject of arrangements for transportation between Richmond and Gordonsville, after the expiration of the present contract between the two companies. The proper adjustment of that business deeply concerns not only both the railroad companies, but the public also. The Commonwealth having contributed largely to the construction of the work, has a right to expect at our hands such arrangements as will not defeat the designs of making them useful to the community.

All our efforts on this point on a former occasion having failed, unless we can now agree on terms, the produce coming from the Louisa road, and the merchandise or other goods coming from Richmond, will have to be transferred from one set of cars to another. "I ask you to pause before you decide on having this done. By the agreement entered into before the books were opened for the subscription of stock to the Louisa road, your company is bound to incur all expenses of transhipment if there be any. Why should you insist on incurring that expense? It will be not much short of the depôt expenses in Richmond. To make a transhipment of produce, merchandise, or other goods from the cars of the one company to the cars of the other, will require nearly the same amount of labor at the Junction that it does in Richmond, unless done with great tardiness and delay, which would have the effect of expelling business from the road. It would require two agents, one to unload the produce and re-load it, and another to unload the merchandise or other goods going up the road and re-load that; and if you undertake to accomplish the transhipment by a limited number of hands, you must in that case require a great deal of space. It will, besides the evils of delay, be necessary to have room enough to store two whole train loads in the depôt at once. Indeed, I do not believe, even if you are willing to endanger driving off the freight by delay, that a small number of hands could with ever so great labor tranship the freights. There are from ten to twelve hands employed at the Louisa depôt now to load and unload. You can, without any suggestion from me, appreciate the expense of a number of laborers and agents sufficient to tranship all the freights going and coming on the Louisa road. Whatever it may be, why not avoid it? If subjected to it, the Louisa trade in some way must be taxed unnecessarily to reimburse you; but if not restrained from imposing burthens higher than the present on our trade, by the contract referred to above, it would seem to me that good policy would forbid it, for it is a well established fact, that a great deal of produce is now sent to market by wagons which would be brought on the railroad if the charges were lower. It would, then, seem to be hopeless to make any calculations of reimbursement by an increase of charge from the Junction. I shall be excused for remarking here, that the mercantile axiom of moderate profits on a large business being better

than large profits on a very small business, is applicable in an especial manner to railroads, because many of the expenses of their management will be the same whether you do much or little business, and one very heavy source of expense would continue the same if there was no business at all on the road, viz., the natural decay of the superstructure and buildings. It would, therefore, seem to be wise policy to aim to get as constant employment as possible at moderate profit on the expenses incurred.

Even without an increase of charge for freight, which is plainly forbidden by more than one consideration, transhipment, in addition to the evil effects of delay, is liable to the objection that waste must occur in transferring grain from one set of bags to another, which would be a considerable tax on your company; there would also be injuries to property, the responsibility for which, not being so easily traceable, would be calculated to bring the two companies into collision, all having a tendency to drive business from the Louisa road, and to that extent injuring the interests of the Richmond, Fredericksburg, and Potomac road.

Instead of arrangements calculated to throw obstacles in the way of our business, unless we offer some greater inducements than the present, not only the two railroads, but the merchants of Richmond are destined to lose a considerable amount of the trade now enjoyed. A scheme is now in progress for improving the navigation of the Rapid Ann river, into the region of country now sending their wheat, &c., to Gordonsville. The farmers of Orange are making large gratuitous subscriptions, believing that the cost of transportation to Fredericksburg will be so much less than on the railroad to Richmond, that they will be reimbursed. I have been endeavoring to shew, that increased rates from the Junction, instead of compensating for the expense of transhipment, would produce the contrary effect by diminishing business; that the evils would be still further aggravated by the weakening of public confidence in the punctuality and safety of the mode of conveyance, to the injury of the Richmond, Fredericksburg, and Potomac Company, as well as the Louisa Company. But I now respectfully invite you to consider, whether, in declining a proposition to dispense with unloading the Louisa freight at the Junction, you do not violate the spirit of the agreement referred to above, which was proposed by the commissioners for receiving subscriptions to the stock of the Louisa company anterior to opening the books.

Mr. Harris, in his letter to the board of the Richmond, Fredericksburg, and Potomac company, says:

"I have been directed by instructions in writing from the commissioners appointed by an act of assembly to open books in Louisa and at Gordonsville to receive subscriptions to the stock of the Louisa railroad, to confer with you anterior to opening the books in relation to certain stipulations which we deem it important to enter into between the two companies. First. That we shall not be compelled to remove our loading from one set of cars to another, on arriving at the point of

intersection of the two roads, and for the purpose of accommodating the trade and travel between Richmond and the western termination of our road, the expense of the cars to be borne by the two companies in proportion to the ratio which the length of your road from Richmond to the point of intersection may bear to the average distance of transportation on our road."

The letter of Mr. Harris also asked for some security against unequal charges for produce and passengers coming from the Louisa road.

This letter of Mr. Harris was submitted to the board of the Richmond, Fredericksburg, and Potomac Company, consisting of John A. Lancaster, president, and R. B. Haxall, James Bosher, Nicholas Mills, and Conway Robinson, directors, and in response thereto many declarations were made and recorded, encouraging them to proceed; all calculated to give assurance that, in the event of the Richmond, Fredericksburg, and Potomac company not doing the transportation for the Louisa company, there would be no obstructions presented, and concluding in the following words:

"This board is willing further to say, that if the Louisa railroad be connected with the Richmond and Fredericksburg railroad at a point, and upon a plan, approved by the engineers of the companies, and the cars of the Louisa railroad be brought to such a point as may be designated by the engineers of the two companies, should there be no arrangement rendering it unnecessary to make a transhipment of produce, merchandise, or other goods from the cars of the one company to the cars of the other, such transhipment shall be made by the officers and agents of this company without charge."

Now, is not the plain and fair construction of this answer, that it was a guarantee to the commissioners in relation to their first proposition, to which it was a direct response, viz: That the Louisa freight "should not be removed from one set of cars to another, on arriving at the point of intersection of the two roads"? The obligation to assume all expenses growing out of transhipment, if there should be any, was no doubt regarded by the commissioners as the most satisfactory pledge that the Richmond and Fredericksburg company would not be the advocates of such policy.

It seems to me that the language of the correspondence on this subject, the period when it occurred, viz., anterior to opening the books of subscription for the Louisa road, together with the known character of the commissioners as gentlemen of prudence and forecast, all combine to make the impression that the Louisa commissioners sought, and the board of the Richmond, Fredericksburg, and Potomac company intended to give, a guarantee that there should be no transhipment, by the pledge that if there was any unloading it should be done without charge to the Louisa company. Although I believe now, as I have said formerly, there need be no insurmountable difficulty in carrying on the business with a transhipment, yet it will be much more fruitful in subjects of difference between the two companies than the plan I first proposed, and will require the utmost effort, and that with perfect har-

mony, to remove the apprehension of our patrons in relation to delay and the vexatious questions arising out of losses. The Louisa board are decided not to assume any responsibility on the subject of transhipment, either directly or indirectly, by undertaking that expense in lieu of any consideration; they believe that it is forbidden, as well by the spirit and design of the contract above alluded to, as by a proper regard to the interests of both companies, and our just obligations to the Commonwealth, to do nothing unnecessarily to impair the public usefulness of our roads. In addition to these considerations I may state on the subject of expense that a transhipment will subject both companies to the necessity of having a large number of burthen cars. Each will be required to keep a full supply for the Louisa trade, whilst the same number contributed jointly, would do the same business and more, because the delays at the Junction would be avoided.

Here are a number of reasons which seem to me to be entitled to great weight in favor of having no transhipment, but using a joint stock of cars, and I have yet to hear of an objection to the plan the Louisa board first proposed which cannot be obviated. At the suggestion of the highly intelligent superintendent of your road, I have changed the original contract I made for wheels, and have now, at an increased cost of about $300, contracted for wheels to correspond exactly in height with those used on your road; although I have been advised that these are not the best.

Whilst there has been no attempt at reconciling any supposed objections to my first plan, I have heard no intimation that possibly we might not keep our road in as good order as yours; on that point I will only remark, I regard it very bad economy to keep a railroad in bad order, and that our interest will drive us to keep our road in proper order for running at the speed for carrying the mail and passengers, which will ensure the safe passage of burthen cars at the slow speed of burthen trains; we shall have stronger inducements to keep our road in good order than we had during the last eight years; and taking the average of time, I think I may safely say there has been no just cause of complaint. At all events, in relation to any difficulty that may arise on this subject, we shall be willing to submit to the arbitration of a disinterested board, as well as on all other subjects. The only plan to avoid transhipment, other than that proposed first on behalf of the Louisa board, would be for one or the other of the companies to furnish all the cars and be allowed a compensation for their use on the road of the other; situated as these companies are, where it is peculiarly proper to cultivate a common feeling of harmony and good will, it would seem most natural that they should conduct a business in which their interest is common, if practicable, and it is entirely so, by a contribution of what is requisite to a common stock. It seems to be likely to produce good results to blend our interests as much as possible, where, as in this case, our rights can be easily separated and properly understood. If either were to furnish all the cars requisite for the trade between Richmond and Gordonsville, it would be more proper for the Richmond, Fredericks-

burg, and Potomac company to do so, having now a stock that accommodates the business. It would not suit the Louisa company to furnish all the cars, as it might require a larger outlay than they are willing to expend, to make the arrangement satisfactory to the Richmond, Fredericksburg, and Potomac company. This board is desirous now, as it always has been, to make arrangements in the spirit which characterized the correspondence between the Louisa commissioners and the Richmond and Fredericksburg board in April, 1836, when the latter declared that the construction of the Louisa road would, in the opinion of said board, "add largely to both the trade and travel of the road under their charge," and expressed a willingness on its part "to do what it can within the scope of its power to forward the object." The Louisa board desires no arrangement that will not add to the trade and travel of the Richmond, Fredericksburg, and Potomac road. They desire to add to their own business, and in doing that must empty their treasures into the lap of the Richmond, Fredericksburg, and Potomac company. If they shall be, as this second appeal shews they desire not to be, unable to effect an amicable and judicious arrangement for the mutual advantage of both companies, they have made up their minds to bear with unremitting and patient endurance whatever losses may ensue that cannot be remedied by the application of industry, economy, and all other legitimate remedies.

In responding to this proposal to renew our conference on the subject, it is respectfully suggested that the answer will be more satisfactory if made by a full board than by a committee. The Louisa board is now in this city, and will be glad to hear from you at your earliest convenience.

E. FONTAINE,
President of the Louisa Railroad Company.

Richmond, January 6th, 1847.

The above was enclosed to Doctor J. M. Sheppard.

Copy.

DEAR SIR: I enclose to you a communication to the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, on the subject of arrangements for transportation between the two companies, after the first day of July next.

The Louisa board is anxious to settle this matter on just and fair principles, and I hope your intervention may be attended with good results.

P. S. Please lay it before them this evening.

Respectfully, your friend,

E. FONTAINE.

To this the following was received:

JANUARY 6th, 1847.

DEAR SIR: I have just received yours of this date, and have not

yet read your communication to the directors of the Richmond, Fredericksburg, and Potomac company, which I presume is left open for my examination. I will carefully consider the whole subject, and will exert my best endeavors to arrange, as the mutual friend of the parties, the difficulties that unhappily exist in regard to the manner and terms upon which the joint transportation on the two roads shall be done after the 1st of July. I beg leave, however, to state most respectfully, that I do not think the object would be promoted, but rather hindered, by appealing to the Richmond, Fredericksburg, and Potomac directors* in the absence of their president, and as I stated to you and your board today, I do not think the directors of the Richmond, Fredericksburg, and Potomac company would by any means agree to take up the subject in the absence of Mr. M. Robinson. I therefore hope, as it is not a matter of pressing urgency, that it will be agreeable to you and your board to wait the arrival of Mr. Robinson, which will occur on the 9th instant.

With great respect, your friend and servant,

JOS. M. SHEPPARD.

E. FONTAINE, esq., *President*
Louisa Railroad Company.

* I made no reply to the foregoing, awaiting the pleasure of the president and directors of the Richmond, Fredericksburg, and Potomac company to respond as they might think proper, and not objecting to the suggestion, but wish it to be observed that the communication is not an appeal to the directors, but is addressed to "The President and Directors," &c. E. FONTAINE.

B.

At a meeting of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company on Wednesday, the 20th day of April, 1836, present, John A. Lancaster, president; Richard B. Haxall, James Bosher, Nicholas Mills, and Conway Robinson, directors.

The following communication was received from Frederick Harris, esquire, one of the commissioners named in an act passed the 18th of February, 1836, incorporating the stockholders of the Louisa Railroad Company:

FREDERICKSHALL, *April 2nd*, 1836.

GENTLEMEN: I have been directed, by instructions in writing from the commissioners, appointed by an act of assembly to open books in Louisa and at Gordonsville to receive subscriptions to the stock of the Louisa railroad, to confer with you anterior to opening the books, in relation to certain stipulations which we deem it important to enter into between the two companies. I shall be in Richmond about the 18th instant, at which time I shall be very glad to conclude the business, and advertise for opening the books. I have very recently received a communication from Mr. Warrell, in which he mentions that your chief engineer would be in Richmond in about six weeks. Could you not consult with him in the mean time, through the post office, in relation to our propositions which we have to make to you, as follows, viz:

2343.

First. That we shall not be compelled to remove our loading from one set of cars to another on arriving at the point of intersection of the two roads; and, for the purpose of accommodating the trade and travel between Richmond and the western termination of our road, the expense of the cars be borne by the two companies in proportion to the ratio which the length of your road from Richmond to the point of intersection may bear to the average distance of transportation on our road.

Second. That the expense of the necessary buildings and fixtures at the intersection of the two roads be borne equally by the two companies.

Third. To guard against the possibility of unequal burdens being placed on our trade to encourage travel on your road, that you stipulate, in any reductions you make from the rate of tolls allowed by your charter, that you will reduce the tolls upon the trade fully as much as upon the travel, in proportion to the amount of each; or, if you prefer it, that you will not exceed the rates of toll which may from time to time be established by your company.

I conceive that these requisitions are founded on equitable principles, and we ask nothing more. If, however, contrary to our expectations, you should think otherwise, we could bind ourselves mutually to submit them to the decision of the legislature, or to two or more disinterested engineers of distinction.

Very respectfully, your obedient servant,

FREDERICK HARRIS.

On consideration whereof the following was adopted:

The act passed February 18, 1836, incorporating the stockholders of the Louisa Railroad Company, provided for the construction of a railroad to unite with the Richmond and Fredericksburg railroad, and which if constructed will, in the opinion of this board, add largely to both the trade and travel of the road under their charge. Entertaining this opinion, the board has been pleased to see that measures have been taken to promote the construction of this lateral road, and is willing, on its part, to do what it can within the scope of its powers to forward the object.

The relation between the Petersburg Railroad Company and the Greenesville and Roanoke Railroad Company is similar to that which will exist between the Richmond and Fredericksburg Railroad company and the Louisa Railroad Company. It was thought, in the case of the Greenesville and Roanoke company, that the construction of their railroad would be promoted by relieving that company of the outlay necessary to be incurred for the purpose of transportation; and at the last session of the general assembly an act was passed authorizing the Petersburg Railroad Company to enter into arrangements with the Greenesville and Roanoke company for effecting the transportation on the road of the latter company, and authorizing the Petersburg company to add to its capital stock so far as necessary for the purposes, and to provide for the increased trade and travel on the Petersburg road.

This board has no doubt that, if the Louisa Railroad Company shall desire it, the general assembly will authorize the Richmond and Fredericksburg company to enter into arrangements with the Louisa company for effecting the transportation on the Louisa road, and authorizing the Richmond and Fredericksburg company to add to its capital stock as far as necessary for this purpose, and to provide for the increased trade and travel which will come on the Richmond and Fredericksburg road; and when such an act shall be passed, this board will be willing, with the assent of the stockholders in the company, to arrange with the Louisa Railroad Company for the general transportation by this company on the Louisa railroad, on terms fair and equitable and advantageous to the interests of both companies.

But, lest no such act should be passed, or, though the act be passed, lest from any cause no such arrangement should be made, this board is willing to state what its course would be in any such event in relation to the receipt and delivery at the point of connexion and the charges for transportation.

For transporting persons and property from or to the point of connexion with the Louisa railroad, this company would in no case charge more than would be charged for the transportation of other persons and property received upon or delivered from the cars of the Richmond road at the same point. In regard to the relative charges on persons and goods, the board, so far from contemplating a less reduction of tolls in future upon goods than persons, stated in their report to the second meeting of the stockholders that, when the maximum dividend allowed by the charter could be received from the travel, it would be the clear policy of the company to charge, on the transportation of produce and merchandise, tolls very little if at all higher than would be necessary to pay the expenses of transportation, and to look for the profits of the stockholders to the travel chiefly, perhaps entirely. But this board is willing to place this subject upon a footing which must be acceptable to the Louisa Railroad Company. It is willing to say that, upon being informed by the Louisa company of the tolls charged upon the Louisa road, it will adopt their tolls as the tolls of this company for the transportation of persons, produce, merchandise, and other goods received from or delivered upon the cars of the Louisa company at the point of connexion, and charge for the same only so much per mile as may be charged on the Louisa railroad; with this proviso, however, that the rates fixed by the Louisa company be such as to enable that company, after the payment of all necessary expenses, and setting apart a fair and reasonable sum for renewal and repairs, as required by their charter, to divide at least six per centum per annum on the capital stock invested in it.

This board is willing further to say, that if the Louisa railroad be connected with the Richmond and Fredericksburg railroad at a point and upon a plan approved by the engineers of the two companies, and the cars of the Louisa railroad be brought to such a point as may be designated by the engineers of the two companies, should there be no

arrangement rendering it unnecessary to make a transhipment of produce, merchandise, or other goods from the cars of the one company to the cars of the other, such transhipment shall be made by the officers and agents of this company without charge.

I certify that the above is a true copy from the minutes.

C. W. MACMURDO, *Treasurer.*

SECOND AUDITOR'S OFFICE, 21*st December*, 1846.

The foregoing is a copy of a paper filed in this office.

J. BROWN, JR.

(C.)

Estimate of cost of doing transportation on the Louisa road, based on the report of the Richmond, Fredericksburg, and Potomac company, of 1844-'45. (See report of board of public works, p. 137,) making some allowance for extra work done on the road of the Richmond, Fredericksburg, and Potomac company.

Expenses of depôts, embracing compensation of agents, repairs, water rents in Richmond, and hands at country depôts - - - - - -	$10,602 95
Train expenses, embracing compensation and expenses of captains and engine drivers, and cost of wood and oil - - - - - - -	15,316 40
Repairs of engines and cars, embracing compensation of firemen of shops, workmen, materials used in repairs, &c. - - - - - - -	13,029 69
Total expenses on all roads under charge of the Richmond, Fredericksburg, and Potomac Railroad Co. -	$38,949 04

R. F. and P. road 75 miles; Louisa 50 miles; coal 4 do.=129 miles.

N. B.—To the regular business on the Richmond, Fredericksburg, and Potomac road proper, must be added all the Louisa freight business from the Junction, coal business from Hungary, running double trains on the Richmond, Fredericksburg, and Potomac road, and from two to four passenger cars to our one. All these constitute a large amount of expense not fair to make the Louisa company participate in, and for which one-tenth must be a moderate deduction.

From the whole sum as above - - - -	$38,949 05
Deduct one-tenth - - - - -	3,894 90
Aggregate of 129 miles equalized - -	$35,054 14

Louisa road, 50 miles, would be $13,586 00.

Average sum paid by the Louisa company for three years to the Richmond, Fredericksburg, and Potomac company for transportation - - - -	$23,627 32
Deduct above estimate of probable expense - -	13,586 00
The amount overpaid would be - - -	$10,041 32

If charged with a ratable share of the whole expense of $38,949 04 per mile, the amount paid would be upwards of $8,500 more than ought to have been paid.

Exhibit No. 25.

Answer of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company to the memorial of the president and directors of the Louisa Railroad Company, with accompanying documents.

To the general assembly of Virginia:

The answer of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company to the memorial of the president and directors of the Louisa Railroad Company to your honorable body exhibited.

Your respondents regret that it has pleased the memorialists to present only in part to the legislature the correspondence between the companies on the subject matter of the memorial. Had all of it which is pertinent to the subject been laid before you, your respondents flatter themselves that there would have been no occasion for a reply by them, and that there would have been enough on the face of the application of the memorialists to have satisfied you that there was no foundation for their complaints, and no propriety in the appeal which has been made to you. If the Louisa railroad should be hereafter less prosperous than it has been hitherto, the fault will not be on the part of your respondents.

Your respondents respectfully invite an attentive perusal of the documents marked B, appended to the memorial of the president and directors of the Louisa Railroad Company. It will appear from an examination of them that the construction placed by the president of the Louisa Railroad Company on the resolutions of the president and directors of this company of the 20th of April, 1836, in response to the letter of Frederick Harris, esq., is in no way borne out; that so far from entertaining the plan of a joint stock of cars to be used on both roads, as suggested by Mr. Harris, and as now pressed by the president of the Louisa Railroad Company, the resolutions of this company contemplate only two plans: either an arrangement with the Louisa Railroad Company "for the general transportation by this company on the Louisa railroad on terms fair and equitable and advantageous to the interests of both companies," or "a transhipment at the Junction." In the latter case the board of directors of this company (it will be perceived)

stipulate, that "for transporting persons or property from or to the point of connexion with the Louisa railroad, this company would in no case charge more than would be charged for persons and property received upon or delivered upon the cars of the Richmond and Fredericksburg road at the same point," and that the "transhipment shall be made by the officers and agents of this company without charge."

The memorialists admit that they have elected to do their own transportation after the first of July next, because your respondents were not willing to receive, as a compensation for doing it, a proportion of the income of the Louisa railroad, which it appears from the statement made by the memorialists would have yielded more than five thousand dollars less than the proportion which the board of public works had deemed to be a fair one.

Your respondents are satisfied that the estimates of the memorialists, based, as they appear to be, on the cost of transportation on roads having a much larger business in proportion to their length, and omitting on their face essential elements in a computation of expense, will be found to be delusive. They know that the cost to them of doing the transportation on the Louisa railroad, taking into consideration the interest on the investment in machinery employed in it, and its depreciation, has been, since the commencement, at least equal to the amount received by them for doing this transportation. But your respondents have no complaint to make of the decision of the memorialists, and have said this much only to repel the idea that they have been receiving an extravagant compensation for doing the transportation on the Louisa railroad.

They will be sincerely gratified if its cost hereafter to the Louisa Railroad Company shall be less than it has been hitherto to your respondents; but they cannot think your honorable body will deem your respondents unreasonable because, in the exercise of the discretion allowed them by their act of incorporation, they prefer incurring the expense of transhipment at the Junction to adopting the intermediate plan proposed by the president of the Louisa company, of a train of cars made up by contribution by the two companies; or because, ceasing to be the carriers of the Louisa railroad, they are unwilling to allow the rate of fare and freight on their own road, and other matters of administration connected with it, to be regulated by the views of the memorialists.

Your respondents regret that the memorialists have been pleased to indulge in insinuations unworthy of themselves and of your respondents, and which your honorable body must be satisfied can have no foundation in fact. It is impossible to suppose that your respondents can wish to throw "obstructions" in the way of the business of the Louisa railroad, or that they will not, on the contrary, do every thing in their power, consistently with their duty to, and the interests of, their stockholders, to invite trade and travel from the Louisa railroad upon their own work. They ask only the same free agency in judging of matters pertaining to them-

selves, which they freely accord to, and which has been freely exercised by, the memorialists.

With these remarks your respondents submit the accompanying award of the board of public works, (No. 1,) under which the transportation is now effected by them on the Louisa railroad; and the following correspondence and extracts from their minutes, (No. 2 to 11,) which they hope will avoid the necessity of any farther reply by them, and which they regret did not accompany the memorial of the president and directors of the Louisa Railroad Company.

Signed by order of the board of directors.

C. W. MACMURDO, *Treasurer*.

(1.)

At a meeting of the president and directors of the board of public works, held on the 23d day of April, 1844, the following award was adopted:

The president and directors of the board of public works, acting as arbitrators, appointed by the Richmond, Fredericksburg, and Potomac Railroad Company, and the Louisa Railroad Company, to determine upon a "just, and proper, and practicable basis" upon which a contract between the two companies should be entered into for carrying on the transportation of the Louisa road, by the said Richmond, Fredericksburg, and Potomac Railroad Company, having attentively read, examined, and considered the correspondence, documents, statements, and other papers submitted to them by the presidents of said companies, as well as the explanations and views of the said presidents respectively on the subject, verbally communicated in several interviews between them and the board, do hereby award and establish the following terms, stipulations, and conditions, for the foundation of a contract for the purposes aforesaid between the parties, viz:

1st. The Richmond, Fredericksburg, and Potomac company, to carry on at their own cost, and in a regular, punctual, and effective manner, for the term hereinafter specified, the entire transportation of passengers, freight, and mail on the Louisa railroad, and for that purpose to furnish and keep in good repair proper and sufficient engines, cars, coaches, &c., and to provide the necessary number of competent officers, agents, and hands for the trains, depôts, and water stations and shops on the said road, together with wood for fuel, oil, &c.; and also to receive the passenger, freight, and mail money accruing on said road, and to provide and keep all necessary books and accounts, to make the necessary arrangements, regulations, and provisions respecting travellers, freight, and the mail, and the collection of the fair and freight.

2d. For the above services, and as full compensation for the same, the Richmond, Fredericksburg, and Potomac Railroad Company to be entitled to reserve to their own use one-half of the gross receipts on the Louisa railroad for freight, passengers, and the mail, and fifteen hundred dollars in addition, to be also retained out of receipts.

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3d. The Louisa Railroad Company to lend to the Richmond, Fredericksburg, and Potomac Railroad Company, for the term of the agreement between them, the sum of twenty thousand dollars, and to receive legal interest thereon semi-annually.

4th. The Richmond, Fredericksburg, and Potomac Railroad Company to pay over semi-annually to the Louisa Railroad Company the surplus of money, after reserving the compensation above provided for, which may remain in their hands from the receipts aforesaid on the Louisa railroad, together with the interest on the loan aforesaid.

5th. Should an additional train for the mail and passengers be desired by the Post Office Department, and the Richmond, Fredericksburg, and Potomac Railroad Company should provide and maintain the same, any extra allowance made by the Department for said train is to enure to the exclusive benefit of the Richmond, Fredericksburg, and Potomac Railroad Company, and such further allowance is to be made for the extra train, as may in the opinion of the board of public works be reasonable.

6th. This arrangement to continue for the term of three and a half years from the 1st of January last, unless sooner terminated by consent of the parties.

7th. The Louisa railroad is to be kept in as good condition in all respects as the Richmond, Fredericksburg, and Potomac railroad, and in the event of injury to persons or property, in effecting the transportation on the Louisa road, any pecuniary loss or damage resulting from such injury is to be sustained by the Richmond, Fredericksburg, and Potomac Railroad Company, if properly ascribable to the condition of the cars or machinery employed by them, or neglect or improper conduct in their engineers or conductors; or by the Louisa Railroad Company, if such injury should have resulted from the condition of the railroad, or any neglect or inattention on the part of the agents or servants of said company.

8th. A daily mail train is to be run on the Louisa railroad unless the presidents of the Richmond, Fredericksburg, and Potomac and Louisa Railroad Companies should, on consultation, deem it most advisable to run a tri-weekly line only. In the event of any difference of opinion between them on this point, the line is to be daily or tri-weekly as the board of public works may decide to be proper, with reference to the interests of both companies.

9th. Proper rates for the transportation of passengers and freight on the Louisa railroad, so far as the same may not have already been determined on, to be fixed between the presidents of the two companies, and approved by their respective boards; and if the table of rates which have been or may be fixed on by the two companies for the transportation of persons and property shall embrace the whole charge between Richmond or Washington, or any point between Richmond and Washington, and the point of receiving or delivering on the Louisa railroad, the receipts shall be divided, first, in proportion to the distance transport-

ed on each line, and the portion which shall be for transportation on the Louisa railroad shall then be equally divided between the two companies.

The last stipulation is adopted by the board of public works with an expectation that if, after a sufficient experience of its operation, it should appear to be seriously unjust to either of the companies, such injustice will be remedied by subsequent agreement between them.

I do certify the foregoing to be truly copied from the proceedings of the board of public works.

J. BROWN, Jr.
Second auditor and secretary to the board of public works.

(2.)

Louisa court-house, *June 17th*, 1846.

Dear sir: The stockholders of the Louisa Railroad Company, at their annual meeting, held yesterday at this place, adopted a preamble and resolutions on the subject of a renewal of the contract for having their transportation done by the Richmond, Fredericksburg, and Potomac company, a copy of which I enclose you. You will perceive that the board of directors of this company are instructed to make a specific proposition to the president and directors of the Richmond, Fredericksburg, and Potomac company, which proposition is hereby made, viz: The Louisa Railroad Company offers to the Richmond, Fredericksburg, and Potomac company one-half the gross receipts from freight and mail, and one-third of the passenger fare per annum for executing the transportation on the Louisa road.

I forbear to enumerate the details necessarily belonging to a contract, but will merely remark that the service expected is the same as has been rendered by the Richmond, Fredericksburg, and Potomac company under former contracts, and which will be specified afterwards, if the main features of the proposition are accepted.

I hope it will be convenient for you to reply to the foregoing proposition without much delay, as in the event of its not being acceptable, it is important that I should proceed at once in some of the preliminary preparations contemplated by the second resolution. I will only remark, in conclusion, that the resolutions enclosed were adopted in good faith by the stockholders, with the desire that the present connexion between the two companies may be continued.

Very respectfully,

(Signed) E. FONTAINE,
President Louisa R. Co.

Monoure Robinson, esq.,
Pres't R. F. & P. R. R. Co.

P. S. Please direct to Beaver Dam Depôt.

(Signed) E. F.

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Accompanying resolutions.

At an annual meeting of the stockholders of the Louisa Railroad Company, held at Louisa court-house on Tuesday, the 16th day of June, 1846, the following preamble and resolutions, offered by William Overton, and amended on motion of T. R. Price, were adopted with great unanimity:

Whereas, from the report of the board of directors, made this day in obedience to instructions from the stockholders, passed at the last annual meeting, it appears to be their unanimous opinion that the average sum paid under the present contract annually to the Richmond, Fredericksburg, and Potomac company, for doing our transportation, is $5,400 more than it would cost us, in their opinion, to do our own transportation; and that the sum paid last year is $6,733 more than their estimate for this company to do its own transportation: therefore,

Resolved, That the president and directors of the Louisa Railroad Company be directed to make a proposition to the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company to renew the contract for doing the transportation of the Louisa Railroad Company upon the following terms, that is to say, one-half of the gross receipts of the freight on the road, half the sum received for transporting the mail, and one-third of the passenger fare to the Richmond, Fredericksburg, and Potomac company.

Resolved, In case of the refusal of the Richmond, Fredericksburg, and Potomac Railroad Company to accept the above propositions, that the board of directors of the Louisa Railroad Company proceed to make the necessary arrangements to do their own transportation.

(Signed) A. W. TALLEY,
Secretary of Loiusa R. Co.

(3.)

PHILADELPHIA, *June 19th*, 1846.

EDMUND FONTAINE, esq.,
President Louisa Railroad Company.

DEAR SIR: I am in receipt of yours of the 17th, enclosing me a copy of certain resolutions adopted at a meeting of the stockholders of the Louisa Railroad Company on the 16th instant, under which, on behalf of the board of directors of the Louisa Railroad Company, you offer to the "Richmond, Fredericksburg, and Potomac company one-half of the gross receipts from freight and mail, and one-third of the passenger fare per annum, for executing the transportation on the Louisa road."

This proposition will of course be submitted to the board of directors of the Richmond, Fredericksburg, and Potomac Railroad Company, and their answer communicated to you as early as practicable; but as I shall be detained here, by necessary engagements, some two weeks longer, and you request me "to reply to the foregoing proposition with-

out much delay, as, in the event of its not being acceptable, it is important that you should proceed at once in some of the preliminary preparations contemplated by the second resolution," of the stockholders of the Louisa company; I deem it proper at once to communicate to you my own views, and what I believe will be the views of the board of directors of the Richmond, Fredericksburg, and Potomac Railroad Company, in regard to the proposition.

I am satisfied in my own mind, and so was your predecessor, Captain C. Y. Kimbrough, that the award of the board of public works, which constitutes the existing arrangement between the two companies, gives to the Richmond, Fredericksburg, and Potomac Railroad Company not only less than the transportation on the Louisa railroad would cost the Louisa company, but a proportion not more than sufficient, taking an average of years, to defray its cost by the Richmond, Fredericksburg, and Potomac company. I should have been willing to abide by that award, knowing that the contract itself afforded no margin for profit: 1st, because it was the award of the board of public works, and for farther reason that there was at least room for apprehension that the trade of the Louisa railroad might be materially impaired by a divided responsibility and probable transhipment of freights at the Junction; and doubt whether, with the income which the road would command, unless extended beyond the Blue Ridge, it could be permanently and properly sustained, if the company should become its own carriers.

But it appears that the stockholders of the Louisa company are not satisfied with this award of the board of public works, to whom the matter was referred at the particular instance of the Louisa company, and who, it appears from the report of the directors of the Louisa company to the stockholders in June, 1844, made the award "after a careful and laborious examination of the subject," an award which you will no doubt recollect it was proposed on behalf of the Louisa company, previous to its being given, should be permanently binding on the two companies. Under these circumstances, even if the arrangement made under that award was deemed particularly advantageous to the Richmond, Fredericksburg, and Potomac Railroad Company, I should not myself be solicitous for its renewal.

I of course am not willing to recommend, and, if I was, I am satisfied that the board of directors, over which I preside, would not be willing to make, a contract on the basis proposed by you.

Respectfully, yours,

(Signed) M. ROBINSON,
President R. F. & P. R. R. Co.

P. S. The above will be forwarded to Mr. Macmurdo by the mail of to-morrow, with directions to enclose it to you, agreeably to your request at Beaver Dam depôt; as soon as it can be copied in the office letter book.

(4.)

BEAVER DAM, *June 23d*, 1846.

DEAR SIR: Yours of the 19th instant was forwarded to me yesterday by Mr. Macmurdo. Although your own opinion is adverse to the proposition of the Louisa company, yet as you have determined to submit it to the board of directors for their action, I can take no definitive measures until I hear their decision.

In the event of their concurrence in your views, I shall have to contract for the erection of buildings, and as much time as possible being desirable for that purpose, I should be glad to be informed of their decision at as early a day as may comport with their and your convenience.

In relation to the unwillingness of the stockholders of the Louisa company to continue for another period the contract, which was adjusted by the board of public works, it is due to them that I should say that they meant no reflection on that most respected body of gentlemen. The term of the contract was definitely fixed, and although the resolutions may not be so expressed, there is no intention to disturb its existence for that period; but in the exercise of the right to judge for themselves, they have decided that their interest will not be promoted by its renewal. Should the two companies dissolve their present connexion, I cannot see in the fact any cause of crimination or exasperation among any of the parties concerned in making the contract. On the contrary, so far as the two companies are concerned, the identity of their interests will continue in the fullest sense; and it seems to me there would be no motive to suggest any course of action, but a desire to co-operate harmoniously in the promotion of the common interests of both roads. So far as I may have any agency or influence, that course will be pursued by the Louisa company.

Differences of opinion may arise as to the best mode of effecting that end, but I cannot doubt that, by mutual concession and compromise of views, they will ultimately settle down on the best mode of administering the business of the two roads, as they stand connected.

When arrangements are made on such principles, I do not apprehend that the simple fact of a "division of responsibility" will affect the business of the roads. Both parties will have a common interest in the proper and punctual performance of their parts in the accommodation of the public, and if so done, the community will not know the difference between the employment of one or two agents.

I shall be glad to confer with you, when you return, on the subject of a regulation of the table of rates of transportation.

Respectfully,

(Signed) E. FONTAINE,
Pres't Louisa R. R. Co.

MONCURE ROBINSON, esq.,
Pres't R. F. & P. R. R. Co.

(5.)

PHILADELPHIA, *June 29th*, 1846.

EDMUND FONTAINE, esq.

DEAR SIR: I am in receipt of yours of the 23d, to which I should defer replying until the action of the board of directors of the Richmond, Fredericksburg, and Potomac Railroad Company, but for a passage in it which makes me think you must have misconceived the tenor of some portion of mine of the 19th.

You remark, "should the two companies dissolve their present connexion, I cannot see in the fact any cause of crimination or exasperation among any of the parties concerned in making the contract." have not a copy of my letter of the 19th before me, but I certainly had no intention in it of finding fault with the Louisa company for deciding on doing their own transportation, in preference to renewing the present arrangement between the companies.

If there is any thing in my letter that bears this construction, it must be the part in which I allude to the present contract, being an award made at the instance of the Louisa company. I deemed it proper to make the remarks I did on this subject, in consequence of the statements made in the preamble to the resolutions of the Louisa company, that the amount paid the Richmond, Fredericksburg, and Potomac company for doing the transportation on the Louisa railroad was $5,400 more than it would cost the Louisa company.

The inference from this statement, without the remarks made by me, might, it seemed to me, be that we acquiesced in this view, and that the Louisa Railroad Company were obliged to do their own transportation, because more was required for it than a fair sum.

Whilst, after a separation of the two companies, their interests will not be as identical as they have been, I agree with you that they will be so to a considerable extent, and I shall certainly be happy to cooperate with you in any measures which may seem to be for their mutual advantage.

As mentioned in my last, I will, as early as practicable, after my return to Richmond, lay yours of the 17th, and the resolutions enclosed in it, before the board of directors, and communicate to you their reply.

Respectfully, yours,

(Signed) M. ROBINSON,
Pres't R. F. & P. R. R. Co.

(6.)

BEAVER DAM, *July 9th*, 1846.

DEAR SIR: I hope it may be convenient for the board of directors of your company to forward me, by Monday next, their decision on the proposition made by the president and directors of the Louisa company on the subject of their transportation, which you informed me would be submitted to them.

The Louisa board will meet on that day, and owing to their scattered positions, it is attended with some inconvenience to have a meeting. Considerations personal to myself, as well as those affecting the interests of the company, make it important that an answer should be received by the time mentioned, about the 13th inst. I hope you may find no difficulty in forwarding it by that time.

Very respectfully,

(Signed) E. FONTAINE,
President Louisa R. Co.

MONCURE ROBINSON, esq.,
Pres't R. F. & P. R. Co.

(7.)

RICHMOND, *July 12th*, 1846.

EDMUND FONTAINE, esq.

DEAR SIR: I received, on my return here last evening, yours of the 9th, in which you state that considerations personal to yourself, as well as those affecting the interest of the company, make it important that an answer should be received by the 13th inst., to the proposition of the Louisa Railroad Company on the subject of their transportation.

To-day being Sunday, it is of course impracticable to convene the board, and to send you, as you request, a resolution of the board of directors of this company, in reply to the resolutions of the board of directors of the Louisa company by the mail of to-morrow; but from a conversation with two of the directors, and what I know of the views of the other members of the board, you may, I am satisfied, take it for granted, that the proposition of the board of directors of the Louisa company referred to will be declined.

Respectfully, yours,

(Signed) M. ROBINSON, *Pres't.*

(8.)

BEAVER DAM, *July 14th*, 1846.

DEAR SIR: Expecting to receive by the mail of this morning the decision of the board of directors of the Richmond, Fredericksburg, and Potomac Railroad Company, to whom you apprized me the proposition of the Louisa company would have to be submitted, the directors, with the exception of Mr. Anderson, attended at Louisa court-house to-day. Mr. Anderson enclosed me your letter to him, but as neither that, nor yours to me of the 12th, contained a definite answer to the proposition, it was determined that we must wait for the decision of the directors of the Richmond, Fredericksburg, and Potomac company, made necessary by your first letter to me. Not knowing the cause preventing the meeting of your directors on Monday, and having an important engagement which will occupy me from home three or four weeks, I now write to request that you will inform me, whether the answer of your

board will probably be delayed for that length of time, or when I may expect it, that I may regulate my movements accordingly; but you will pardon me for repeating, that the interests of the Louisa Railroad Company make it desirable that the answer should be received as soon as possible.

Very respectfully,
E. FONTAINE,
President Louisa R. Co.

MONCURE ROBINSON, esq.,
President R. F. & P. R. Co.

(9.)

RICHMOND, VA., *July 16th*, 1846.

EDMUND FONTAINE, esq.

DEAR SIR: I received last evening yours of the 14th by Mr. Anderson, and succeeded this evening in obtaining a meeting of our board, and hand you herein an extract of their proceedings.

Respectfully, yours,
(Signed) M. ROBINSON, *Pres't.*

(10.)

At a meeting of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, on the 16th July, 1846:

The president laid before the board a letter of Edmund Fontaine, esq., president Louisa Railroad Company, of the 17th June, communicating a copy of certain resolutions adopted at a meeting of the stockholders of that company, and making on behalf of the president and directors of the Louisa Railroad Company the following proposition, viz: "The Louisa Railroad Company offers to the Richmond, Fredericksburg, and Potomac company one-half of the gross receipts from freight and mail, and one-third of the passengers' fare per annum, for doing the transportation on the Louisa railroad.

The president also read to the board the subsequent correspondence between himself and Mr. Fontaine. Whereupon,

Resolved, That this board decline the proposition of the president and directors of the Louisa Railroad Company.

A true copy from the minutes.

C. W. MACMURDO, *Treas.*

(11.)

At a meeting of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, on the 19th January, 1847:

The president read to the board the two following communications from E. Fontaine, president of the Louisa Railroad Company, of the

6th, and one of the 8th inst., the consideration of which had been deferred at the last meeting, and the letter of Mr. Fontaine, dated the 15th inst., since received by him.

(The first letter of Mr. Fontaine, being the same with that already published in the memorial of the Louisa Railroad Company, is omitted.)

RICHMOND, *January 6th*, 1847.

To the president and directors of the
Richmond, Fredericksburg, and
Potomac Railroad Company.

GENTLEMEN: The time is now arrived when it will be prudent to make some arangement to have a proper stage line to accommodate passengers between this place and Charlottesville, Staunton, &c., who may travel over the two railroads. I apprehend the stage contractor will not be willing to connect with us on an equal division per mile of the passenger fare. To keep the through fare down to a limit that will prevent the packet boats and the Valley turnpike from drawing the travel from our roads, it will be necessary to make some concession in favor of the stages. I expect in a few days to see Messrs. Farish & Co. on the subject. May I not calculate on your co-operation in effecting this arrangement by paying part of the bonus they may require, as the travel is mutually important to both roads? Please let me hear from you on this subject as early as possible.

Respectfully,

(Signed) E. FONTAINE,
President Louisa R. Co.

RICHMOND, *January 8th*, 1847.

To the president and directors of the
Richmond, Fredericksburg, and
Potomac Railroad Company.

GENT: I addressed you a letter a few days since inquiring if your company, with a view to secure our railroads against the competition of the Winchester route and the canal, would not unite with the Louisa company in making the necessary allowance to a stage contractor to secure an equal division of the passenger fare per mile in a through ticket from Richmond, Baltimore, and other places, to Staunton. An allowance, I presume, will have to be made in some form. Heretofore it has been done by a division of the mail pay of the Louisa company, in which the Richmond, Fredericksburg, and Potomac Railroad Company and Louisa company were equally interested, which amounted to $1,431 84.

I propose, if found necessary to induce the stage owners to consent to an equal division of passenger fare, to allow them on passengers from Staunton and other points west, a sum per capita, so as to make an amount per annum not exceeding the sum heretofore allowed, say $1,400.

In arriving at this, I would take the number as near as I can come at it from the number who went to Staunton the last 12 months, presuming as many came this way. This mode of allowance will make it the interest of the stages to bring as many passengers over our roads as possible.

I propose that the sum requisite to produce the amount of annual allowance be first deducted for the benefit of the stages from each through ticket, and then that the three parties, viz., the two railroad companies and the stages, divide the balance according to distance.

I expect to meet Mr. Farish on this subject on Monday next, and, if practicable, I should be very glad to get your answer by the train on Monday morning.

My present purpose is to leave the city in the morning.

Respectfully,

(Signed) E. FONTAINE,
President Louisa R. Co.

RICHMOND, 15*th January*, 1847.

To the president and directors of the
Richmond, Fredericksburg, and
Potomac Railroad Company.

GENTLEMEN: From the published proposals for carrying the mail after the 1st July next, it appears that the Louisa train is required to leave the Junction at 4½ p. m., and that the Richmond train will leave Richmond at 8 a. m., arriving at the Junction probably by 9½ a. m. From that time until 4½ p. m., seven hours, the Louisa passengers will be detained, unless some provision is made to start from Richmond at a later hour than 8 a. m., the time at which the northern mail leaves. In the suggestion I am about to make I trust I shall not be censured for any improper intrusion or interference in the management of the business of your company, but that you will give me credit for being actuated by a desire to see adopted the best plan for promoting the interests of both companies. The president of the Richmond, Fredericksburg, and Potomac Railroad Company, in the conference held on the subject of transportation of freight, expressed the opinion that there would be a great increase of freight on the Richmond, Fredericksburg, and Potomac railroad, especially of merchandise from the north, and that it would be your policy to run very frequent freight trains. The freight on the Louisa road has been steadily increasing. This, with the contemplated increase on the Richmond, Fredericksburg, and Potomac road, I have supposed would certainly furnish employment for a daily train as far as the Junction of an amount of tonnage suited to the power of a second class engine at least.

Now, what I would suggest is, that the Louisa passengers shall be taken out with the freight for both roads, starting from Richmond, say at 1 p. m., and arriving at the Junction by 4 p. m., and starting back the next day from the Junction on the arrival of the Louisa train, that

is, after the northern mail train has passed up, say 9½ a. m. It will readily occur to you that this special freight train between 4½ p. m. and 9½ a. m. next day, could, if desired, go to any point as far as Fredericksburg and return. I am induce to make this suggestion, believing it the best way to prevent the detention alluded to, which will be so fatal to our travel, viz., from 9½ a. m. to 4½ p. m., and that it would be merely an adequate provision for the freight of the two roads, and carrying out the views of the president of the Richmond, Fredericksburg, and Potomac company alluded to, of frequent freight trains to accommodate the expected freight business in northern merchandise.

May I not hope for your concurrence in this suggestion as calculated to promote the interests of both roads.

It is important that I should know your views on this subject, that I may know how to modify the bid of the Louisa Railroad Company under the existing proposals for carrying the mail.

Please let me hear from you as early as practicable in relation to this suggestion. I shall be in Richmond for a few days.

By order of the board.

(Signed,) E. FONTAINE,
President Louisa Railroad Company.

P. S. I would think of a double train on the Louisa road, but nothing would be gained by advancing the passengers to Gordonsville in the morning, there being no means to get them on from that point until night. The detention would only be transferred from the Junction to that place.

(Signed,) E. F.

Which being considered, the following preamble and resolutions were adopted:

The board of directors regret that the Louisa Railroad Company declined a renewal of the contract under which the transportation was done by the Richmond, Fredericksburg, and Potomac Railroad Company on the Louisa railroad, on terms which the board of public works, the umpire selected by the Louisa Railroad Company, had determined to be just and proper between the parties. They regret this, because it is, in the opinion of the board, impossible to devise any other plan on which transportation can be effected between points on the Louisa railroad and Richmond with as small an outlay of capital, or as diminished an annual cost to the two companies, and consequently that there can be none under which, in justice to their stockholders, produce and merchandise can be conveyed at as low charges.

The board the more regret the decision of the Louisa company as it appears, from the reports of the president and directors of the Louisa Railroad Company, that the transportation on the Louisa railroad had been hitherto effected by this company in the most regular and satisfactory manner.

The board will only add on this subject, that they are satisfied that

they could not, in justice to their stockholders, have effected the transportation on the Louisa railroad at lower rates than those which were allowed them in the award of the board of public works, and they are equally satisfied, notwithstanding the estimates of the Louisa company, that the transportation of passengers and freights on the Louisa railroad, if as satisfactorily performed, must be more expensive to the Louisa company.

But the Louisa Railroad Company had, certainly, a right to decide for themselves on this subject, and having determined to effect their own transportation, the board of directors of this company see no advantages in the intermediate arrangement since proposed by the directors of the Louisa Railroad Company, of a train of cars made up by contribution of the two companies to run on both roads, calculated to counterbalance the objections which, in their estimation, present themselves to it. Indeed, the more their attention has been drawn to the subject, the more they are impressed with the conviction that, under present circumstances, with the different opinions of the two boards on many subjects, the future harmony of the two companies will be best promoted, and the public be best accommodated by each company, after the termination of the present contract, confining its attention exclusively to its own road. They are willing under this arrangement to assume the duty of transhipment at the Junction, but they prefer incurring this to adopting a mixed arrangement not contemplated by the act of incorporation of either company, more apt, in their opinion, to occasion perplexing questions between the Louisa company and themselves; more fruitful of differences, and under which, in the event of accidents and liabilities for losses, it would also, in their opinion, be much more difficult to ascertain the exact responsibility of each company.

Resolved, therefore, That this company will, from and after the 1st of July next, be prepared to receive and deliver passengers and property at the Junction; provided, the Louisa Railroad Company will, in the mean time, construct a track or tracks alongside a similar track or tracks to be constructed by this company, so that articles can conveniently be removed from the cars of one to those of the other company.

That the best efforts of this company will be given to avoid as much as possible any disadvantages which may be attendant on transhipment; and whilst it is evident that they cannot afford to transport on the same terms for short as for long distances, it is their intention to comply to the utmost with every pledge given in the letter referred to by Mr. Fontaine of the president of this company prior to the opening of the books of subscription of the Louisa railroad, and with every requirement of their charter, and in the transaction of the business on their railroad, to afford the accommodation of their road to all of its customers on the most favorable terms, which, in their opinion, may be consistent with the interest of the stockholders and the duty of the board to them.

That this company, in ceasing to be carriers on the Louisa railroad,

do not deem it expedient or advisable to be parties in the arrangement proposed by Mr. Fontaine, for paying a bonus to the stage contractor for running passengers between the termination of the Louisa railroad and Staunton. And whilst, if it should appear to them hereafter to be to their interest to do so, they will be willing to bear their fair proportion of any deduction in favor of the Staunton travel by this route, yet at present it seems to them, if there should be no combination between the packets on the James river canal and the river and bay steamboats for the diversion of travel from this railroad, (and there appears to be none between the Winchester, and Potomac, and Baltimore and Ohio railroads,) that it will be most expedient for this company to enter into no combination on its part which would be apt to produce a similar combination between the packets on the James river canal and the river and bay steamers.

That this company, after a full trial of the plan of running passenger cars with freight trains for the accommodation of travel on their own road, have for some years abandoned the plan as inexpedient; that on an examination of the proposals for the transportation of the mail on the Louisa railroad after the 1st of July next, it appears that proposals are invited by the Department for connecting with the northern train at 4½ p. m., or with the Richmond train in the morning. Of course the Louisa Railroad Company has only to submit its proposals for a connexion with the Richmond train as at present, (which this company has always deemed the most desirable connexion,) to retain the arrangement at present existing.

A true copy from the minutes.

C. W. MACMURDO, *Treas.*

Exhibit No. 26.

Supplement to the memorial of the president and directors of the Louisa Railroad Company.

TO THE GENERAL ASSEMBLY:

Your memorialists observe, that the president and directors of the Richmond, Fredericksburg, and Potomac company express their regret that the correspondence between the two companies was presented by them only "in part." On that subject we have only to say, that we would desire every word which has been written on the whole matter of controversy to be in the hands of your honorable body. It is still presented only in part by them, and we will now ask leave to supply a few more of the omissions. All which is published by the president and directors of the Richmond, Fredericksburg, and Potomac company is confirmatory of the views of your memorialists, viz., that the Louisa company have exerted themselves to avoid a controversy, and that their efforts have resulted in the absolute rejection of all their offers at compromise. Your memorialists have omitted to notice among their complaints the refusal of the Richmond, Fredericksburg, and Potomac company to continue the through ticket, even for the Staunton travel,

which you will find in their paper, marked 11 as well as the announcement of their determination to increase the rate of charge for freight from the Junction after the 1st of July; and instead of defraying the whole expense of transhipment, it is conditioned upon the Louisa company making similar tracks to theirs. If they insist on transhipment, and the true intent of the contract is observed, the cost of all fixtures should be borne by them.

In relation to the propriety of the appeal being made to you, we flatter ourselves it will be considered by you in a different light from that in which it was received by the Richmond, Fredericksburg, and Potomac company. We regarded our case as one of serious difficulty—used the most conciliatory means which we had at command to extricate ourselves; and unwilling to act rashly or unadvisedly, one of the State directors consulted several members of the board of public works, who approved of the appeal being made to you as the final arbiters of right and wrong in such cases. Your memorialists cannot see upon what authority it is asserted that the board of public works decided that $20,000 was more than five thousand dollars less than a fair compensation for doing the transportation of the Louisa company. It was doubtless foreseen that the enlarged receipts of the company might vary the compensation. The 6th article of their award, which limited the extent of the contract to three and a half years, also provided for its earlier termination. The income of the company has regularly increased, and the proportion allotted by the award to the Richmond, Fredericksburg, and Potomac company, we have no doubt, yields a larger sum than the board of public works calculated.

The respondents to our memorial state that it contains "insinuations," which you "must be satisfied can have no foundation in fact," and that it is "impossible to suppose that they can wish to throw obstructions in the way of the business of the Louisa railroad."

Your memorialists have too much respect for your honorable body and for themselves to make any communication to you the medium of discourteous and unbecoming language applicable to any one. Our business is with facts, some of which, relating to our case, we have already stated, and have not been, nor can they be, denied. Others we shall present on this occasion—the fair and legitimate inferences from which we leave you to draw; and if they corrode the sensibilities of the respondents to our memorial, we think they only are to blame. The fact of their feeling considerable excitement on the subject of our assuming our own transportation will hardly be denied, and that very strong expressions as to the indiscretion of our act have been indulged. Without referring to any other sources, we think that these facts may be found in the letter of the president of the Richmond, Fredericksburg, and Potomac company, contained in their response marked 3, (being the first received on that subject;) the possibility of our being disappointed, and wishing to employ our present carriers again, is directly alluded to by the president of that company in one addressed to

the president of the Louisa company on the 30th of July. See paper marked (A.)

Now, we do think it possible to suppose that these gentlemen may have a little of that infirmity of human nature which sometimes prompts a desire to see their predictions fulfilled. We think it possible to suppose that they may think there is some advantage to their company to become our carriers under a new contract, conceding that they have not made a large profit; and it is possible that the development of unforeseen difficulties might induce the Louisa company to conclude that they had acted unwisely in deciding to do their own transportation. We do not think it "impossible to suppose" that to occur which is distinctly announced. We can regard in no other character than as obstructions to our business the determination to tranship our freight, and to lay additional charges on the freight and passengers from the Junction. We shall be much relieved if they do not prove serious obstructions if not remedied, and that they will occur is distinctly announced, not only in the first refusal of our propositions, but in the final answer of their board, page 10 and 11 of their answer.

There are some actual occurrences in the history of this business which we hope to be allowed to say have operated as obstructions to our success. The time for making preparations for doing our transportation, including the erection of buildings, construction of cars, the judicious purchase of engines, tools, &c., was very limited; and although urged, on that account, to a speedy decision upon our propositions, yet there was no final answer to the proposition dated 17th of June, until the 16th of July, losing four weeks of that important season for contracting for buildings, timbers, &c. It was with much regret that we found a spirit of alienation manifested towards us at the first moment we undertook to do our own transportation. The president of the Louisa company addressed a letter to the president of the Richmond, Fredericksburg, and Potomac company on the day after their rejection of the proposition, asking information of the superintendent of his company, in the form of a few written questions, on the subject of the size, location, &c., of the shops, which, perhaps, would have occupied an hour or two to answer; and was informed that it would abstract more time from his duties than could be spared. See correspondence marked B. This request was made believing that the ordinary courtesy existing between railroad companies would have induced a ready compliance; and regarding the relation the two roads bore to each other, if the application had not been made, it might have been ascribed to some improper feeling on our part. We feared, then, that the refusal was to be regarded as a presage of future unkindness, and could account for it in no other way but to believe that there was a disposition to expose us to as many difficulties as possible.

Perhaps we ought not to conclude this supplement to our memorial without making some acknowledgment for the declaration that the respondents "will be sincerely gratified" if our transportation shall cost us less than it has cost them; we regret, however, that they intend to

pursue a course of policy calculated to diminish our capacity to meet that or any other expense.

The respondents say "they know that the cost of doing our transportation, including interest on stock and depreciation, has left them no profit." We think that a calculation of the cost, based on their own regularly kept accounts, such as is presented in document C of our memorial, will be regarded as more safe to rely on than any mere opinion now advanced, however confidently expressed. A liberal allowance for interest on stock and its depreciation would still leave many thousands of dollars unaccounted for, except as profit. But suppose we concede that nothing has been made by their contract for transportation on the Louisa road, then it follows that the profit they have made on the Louisa trade has been from the Junction to Richmond. Why, then, are they not content to continue the same rate of charge from the Junction, after they get rid of the profitless carrying on the Louisa road? And conceding another of their positions to be true, viz., that they "cannot afford to transport on the same terms for short as for long distances." We have shown that the present high charge for long distances will pay well in proportion for short distances.

By order and in behalf of the board of directors.

E. FONTAINE,
President Louisa Railroad Company.

(A.)

Mr. Robinson proposed that the Louisa company should supply themselves by purchasing of the Richmond, Fredericksburg, and Potomac company "to the extent of (their) our surplus stock;" one of the reasons, urging the purchase, is in these words, viz:

"No. 3. In the event of a disappointment in your calculations as to the advantage of doing your own transportation, and a wish hereafter to renew your contract with us, if you take of us the machinery for the purpose, we would be able in the event of a future renewal of the contract to take back the machinery purchased by you of us; but of course could not probably do so, if now left with a surplus of stock."

The other portions of the letter, entirely detached, are omitted on account of the length, but in no way affecting the sense of the contract; the answers to this and other parts of the correspondence are omitted as not material.

(B.)

BEAVER DAM, *July* 17, 1846.

DEAR SIR: I received by the mail train this morning yours of the 16th, covering the resolutions of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, declining the proposition of the president and directors of the Louisa Railroad Company made to them in obedience to instructions from the stockholders on the subject of executing their transportation.

The first subject which will occupy my attention is the construction of the necessary buildings and their arrangement; as soon as that is disposed of, I will prepare and submit to your consideration a plan for conducting the transportation on the two roads, after the 1st of July, 1847, when the present arrangement ceases.

The execution of the task first alluded to is one in which I shall not rely on my own information alone, but shall seek instruction from the experience of others. The successful administration of your company and the close alliance which I presume will continue to exist between us hereafter, induces me to regard it as one of the first sources to which I should apply. Mr. Sharp, I suppose, can furnish me with the information I desire. If agreeable to you and himself, and not conflicting with his engagements, I shall be glad to profit by the experience to be derived from the working of your shops. I have accordingly addressed a note to him on the subject which I enclose, and which you will please have delivered to him, if it meets your approbation.

Very respectfully,

E. FONTAINE,
President Louisa Railroad Company.

MONCURE ROBINSON, esq.,
President R. F. and P. R. R. Co.

BEAVER DAM, *July* 17th, 1846.

DEAR SIR: In erecting the buildings made necessary preparatory to doing our own transportation on the Louisa road, I shall be glad to profit by the valuable experience to be derived from the management of the shops of the Richmond, Fredericksburg, and Potomac Railroad Company, under your supervision, and if not interfering with the discharge of your duties, I shall be much obliged if I can get some aid from you in determining on the plan of construction and arrangement of the shops in relation to each other.

What I desire to know is:

What should be the size of the shop for the repair of the engines, &c.?

Had it not best be of brick on account of danger from fire?

Is there any particular necessity for it being very near or connected with the carpenter's shop?

May not the engine house as well be detached from the other buildings, I mean for those in order?

How many tracks must there necessarily be within the shop to receive engines for repairs?

With the improved chimney for preventing the escape of sparks, is it indispensable that the ceiling, &c., of the engine house should be plastered?

These are some of the inquiries which occur to me in relation to the construction of the buildings.

It is not our purpose to erect a shop of a size to admit all the machi-

nery, tools, and fixtures to do extraordinary repairs, all new construction of locomotives, but only the ordinary repairs, believing that our vicinity to the shops of Richmond would suggest sending our extraordinary repairs to them.

Any information it may be convenient to give on these or any other points will be thankfully received by,

Yours, very respectfully,

E. FONTAINE,
President Louisa Railroad Company.

THOMAS SHARP, esq., *Sup't*
Trans. R. F. and P. R. R. Co.

OFFICE RICH'D, FRED., AND POTOMAC R. R. Co.,
Richmond, Va., July 18, 1846.

EDMOND FONTAINE, esq., *President.*

DEAR SIR: I am in receipt of yours of the 17th, enclosing a letter addressed to Mr. Sharp, which you request me to have delivered to him if it meets my approbation.

Mr. Sharpe being in my room when your letter was received, I read its contents to him, and handed him that addressed by you to himself for his perusal. He thinks with me that he could not give the thought to the subject in relation to which you request his opinion, so as to advise you safely in relation to them, without abstracting time from his present engagements, which they do not at present admit of his sparing.

Respectfully,

M. ROBINSON, *President.*

No. 27.

Answer of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, to the supplement to the memorial of the president and directors of the Louisa Railroad Company.

At a meeting of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad [Company], 8th February, 1847, the president laid before the board, a supplement to the memorial of the president and directors of the Louisa Railroad Company; whereupon,

Resolved, as the only response requisite to this supplement, that the secretary be instructed to have laid before the general assembly a copy of the letter of the president of this company, from which the extract in the supplement of the memorialists has been made, with copies of the letters of E. Fontaine, president, of the 5th of August, 1846, in reply to the same, and of November 4th, 1846, enclosing the resolutions of the president and directors of the Louisa Railroad Company on the same subject, and also a letter from Mr. Thomas Sharpe to the president of this company of the 6th instant.

A true copy from the minutes.

C. W. MACMURDO, *Secretary.*

Letter from Edmond Fontaine to M. Robinson, president, dated,

WHITE SULPHUR SPRINGS, *August 5th*, 1846.

DEAR SIR: Yours of the 30th ultimo, was handed to me in the cars after I had set out for this place, and this being the first opportunity occurring, after my arrival on yesterday, I avail myself of it to forward you an answer.

The subject of your letter is one on which I shall feel bound to consult the directors of the Louisa Railroad Company, but think I hazard nothing in saying that they will be disposed to purchase of the Richmond, Fredericksburg, and Potomac Railroad Company such articles necessary for stocking their road "as you may have to spare and may answer their purpose, if to be had at fair prices."

The board of directors of the Louisa Railroad Company, in entertaining a disposition to purchase of the Richmond, Fredericksburg, and Potomac Railroad Company, would probably be governed by other considerations than those enumerated in your letter. The question whether you had lost or gained by doing our transportation, does not seem to me to be a proper one to be considered. If admitted to be such, and our board should think you had made a profit, some abatement in the price of what we would propose to buy might be calculated on; whereas, for any thing we may buy of your company we shall cheerfully pay its full value. A large amount of the expenses of doing our transportation being blended with similar expenses on your road, as I am informed, and being only stated in your general account, no separate account being kept of them, your reports furnish data on which calculations may be made and results arrived at; but, as I remarked, we need not trouble ourselves with any inquiry on the subject, as it is not pertinent to the matter in hand, and, moreover, we should probably differ. Although none of the considerations presented by you may influence our board, but I believe the directors will be disposed to purchase of you "whatever may answer their purposes," in accordance with that good feeling which we entertain, and which I trust will always exist between the two companies. Our board may not be disposed to buy any second-hand locomotives from the difficulty of ascertaining their value, but even that determination, I have supposed, would be of no interest to your company, as Mr. Sharp informed one of our directors (as I learn) that he would need additional motive power if the contract should be renewed between us.

No impediments of the nature of that relating to locomotives will stand in the way of purchasing other articles we shall want.

I shall not be able to present your letter to our board for some few weeks, but will do so as soon as practicable, and communicate to you their decision.

Very respectfully,

(Signed) E. FONTAINE,

Pres't Louisa R. Co.

Letter from Edmond Fontaine to M. Robinson, president, dated

BEAVER DAM, *November 4th*, 1846.

DEAR SIR: I received a letter from Mr. Sharp a short time since, in which he gives me the following quotation from a letter of yours: "You will please say to Col. Fontaine, that it would not suit us to keep separate cars exclusively for the business of the Louisa railroad. Of course there must be a transhipment at the Junction, unless some other arrangement can be made between the companies." In relation to a transhipment, I have never doubted that some arrangement would be made to supersede that necessity. We would, for obvious reasons prefer some other mode, although on the score of expense we have always relied on the understanding existing from an early period, that in such event it was not to fall on the Louisa company.

Mr. Sharp did not understand my suggestion exactly; I did not wish your company to appropriate cars "exclusively" to the business of the Louisa road. My proposition will not preclude any other use you may propose for them, but will merely embrace the principle of each company furnishing toward a joint stock a number of cars proportional to the business of their roads.

I have to start to the north to-morrow. On my return, I will embrace an opportunity to submit, for the consideration of the board of the Richmond, Fredericksburg, and Potomac company, a proposition somewhat in detail. If your board shall, as I doubt not they will, adopt the sentiment you expressed in a former letter relating to this subject, viz., a readiness to "co-operate in any measures that may seem to be of advantage to the interests of the two companies," I think we shall without much difficulty settle on a plan that will be mutually fair and advantageous.

I enclose you a copy of the resolutions of the board of the Louisa company in relation to the purchase of stock from the Richmond, Fredericksburg, and Potomac company.

Respectfully,

(Signed) E. FONTAINE, *Pres't.*

Enclosed resolutions.

At a meeting of the president and directors of the Louisa Railroad Company, at Louisa court-house, on Thursday, the 10th September, 1846, the president submitted a letter from the president of the Richmond, Fredericksburg, and Potomac company, proposing to furnish to the Louisa company, for doing their transportation after the 1st of July 1847, such engines, cars, &c., as they might have to spare, and the following resolutions were adopted:

Resolved, That no second hand engine should be bought unless at a very reduced price, and not more than one under any circumstances.

Resolved, That it will be, in the opinion of this board, more economical to construct our own burthen cars than to buy; but if any second hand cars can be bought on terms consistent with the interests of the company, the president be authorized to do so.

Resolved, That the president of this company be authorized to purchase of the Richmond, Fredericksburg, and Potomac company, one passenger coach and baggage car, if offered at fair prices.

At a subsequent meeting, it was

Resolved, unanimously, That all three engines be bought new, and all of the same pattern.

At a meeting of the directors of the Louisa Railroad Company, at the Junction, on the 14th day of August, 1846, the following resolution was adopted:

Resolved, as the opinion of this board, That the president should be very cautious in making purchases of any old machinery, particularly engines.

(Signed) A. W. TALLEY, *Secretary*.

OFFICE RICH'D, FRED., AND POT. R. CO.
February 6th, 1847.

M. ROBINSON, ESQ., *President*.

SIR: In conformity with your request, I have looked over the supplement to the memorial of the president and directors of the Louisa Railroad Company to the legislature. I can only say, that you cannot be more surprised at the deductions which have been made from the extract from one of your letters quoted in the supplement, than I have been at Mr. Fontaine's inferences from my declining to give the advice requested by him in relation to the arrangements of the Louisa company's shops, car-houses, &c., at the Junction. To have answered properly the inquiries, it would have been necessary to have made a plot of the ground at the Junction, and it would then have required some eight or ten days' consideration and reflection, which as you are aware I could not well have spared from my duties to this company. In addition, I am free to admit I preferred not incurring any responsibility, even by giving gratuitous advice, in relation to arrangements for the future business of the Louisa Railroad Company.

I deem it proper to draw your attention to the fact that Col. Fontaine, in his estimate of the cost of doing the transportation on the Louisa railroad, has selected as the basis of his estimate the amount for expenses of depôts, train expenses, and repairs of engines, cars, &c., for the year ending the 1st of April, 1845; in which year the expenses were unusually reduced, being nearly $7,000 less than the average of four years ending on that day, and about $5,000 less than they were the past year. I should also add, that Mr. Fontaine has omitted altogether any estimate for the interest or depreciation of machinery. The latter item will, in my opinion, be found to be at least 12 per cent.; but taking it only 10 per cent., and estimating the motive power for the Louisa road at $40,000, which is I am satisfied sufficiently low, the allowance for the two items of depreciation and interest on machinery would increase his estimate $6,400. You will observe that his estimate includes no allowance for contingencies or office expenses, advertising, &c.

I am, very respectfully,

(Signed) THOS. SHARP.

Exhibit No. 28.

BEAVER DAM, *January 27th*, 1847.

DEAR SIR: I will thank you to let me know by the train to-morrow whether you have any burthen cars which you can furnish the Louisa company, and if any, what number. I have made provision for the construction of a considerable number, but will take some 8 or 10, provided they are constructed on the plan of those lately made in your shop.

I shall be glad if a train can be directed when it comes up to have some timber. Mr. Mason informs me that he is in great want; that he is subjected to much inconvenience and loss of time in assembling his hands, and then fails to get a supply.

Respectfully,

E. FONTAINE, *Pres't.*

MONCURE ROBINSON, esq.,
Pres't R. F. & P. Co.

RICHMOND, *January 27th*, 1847.

EDMOND FONTAINE, esq.

DEAR SIR: I am in receipt of yours of to-day, and have instructed Mr. Allen (in the absence of Mr. Sharp) to arrange that the next trip, which I understand goes up on Friday, shall, if practicable, have some timber for you.

I think I understood from Mr. Sharp that the particular cars which you wished to take could not conveniently be spared by him. I must beg leave to refer you on this subject to Mr. Sharp. If any that he is willing to spare are on a plan that suits you, we shall be willing to sell them, if you and himself can agree as to the price. Mr. S. is now in Washington, but will be in Richmond again in a day or two.

Respectfully, yours,

MONCURE ROBINSON.

BEAVER DAM, *February 8th*, 1847.

DEAR SIR: According to your request, I wrote to Mr. Sharp, and have received his answer that you "have no cars of the last construction to dispose of." The old cars I do not think I should be justified in buying, as Mr. Sharp himself told me some time ago he would not recommend them.

Since the receipt of your letter of the 30th July, I have calculated, as indeed I have written, that we should take of you the passenger coach and baggage car used at this time on our road on the terms mentioned in that letter, viz., at such price as myself and Mr. Sharp may agree on, or as a disinterested umpire or umpires may determine to be fair.

Be good enough to let me know, by the train to-morrow or next day,

if it is your intention to let the Louisa company have the two cars mentioned, and fix the price as above stated.

Respectfully,

E. FONTAINE.

MONCURE ROBINSON, esq.,
President R. F. & P. Co.

RICHMOND, *February 9th*, 1847.

EDMOND FONTAINE, esq.,
President Louisa R. R. Co.

DEAR SIR: I am in receipt of yours of yesterday, and, in reply to your inquiries as to the passenger and baggage car now in use on the Louisa railroad, beg leave to refer you to my letter of 21st November last, in which I say to you, "if you can agree as to the fair price of these with Mr. Sharp, we shall be willing to part with them; if not, the matter is probably one of no moment to either company."

On conferring with Mr. Sharp since the receipt of your letter, he seems to think that you and himself would scarcely agree in opinion as to the value of the cars in question. I would advise, therefore, your ordering elsewhere the passenger and baggage cars which will be required by you, without reference to those now belonging to us, running on the Louisa railroad, which we would prefer retaining to selling them at less than Mr. Sharp would deem their value.

Respectfully, yours,

MONCURE ROBINSON.

BEAVER DAM, *February* 10, 1847.

DEAR SIR: Yours of the 9th is before me, in which you decline selling the passenger and baggage car now on the Louisa road on the terms proposed by yourself in your letter of 30th July last, viz., their value to be fixed by an "umpire or umpires," if Mr. Sharp and myself do not agree. The propriety of referring to an umpire, as suggested by you, I considered very manifest; the present value might be much changed by the 1st of July, from constant use; and, without the intervention of a disinterested party, the Louisa company might be either subject to inconvenience or constrained to take them at a price they would be unwilling to give.

The Louisa board has always been willing, as shewn by their resolutions in your possession, to purchase of the R. F. & P. co. any articles they had to spare that would "answer their purposes." And, as I have been informed recently that some complaints had been expressed in some quarter against the Louisa company from an alleged unwillingness on their part to take any of the surplus stock of the R. F. & P. company, I thought it but right to correct the apprehension, if any existed on your mind, by distinctly offering, as I have done, to take of your company the number of burthen cars, passenger cars, and baggage cars referred to. But, as you have receded from your original proposi-

tions, and declined selling the passenger and baggage cars, and Mr. Sharp says you "have no cars of the late construction to dispose of," I have only to remark that it is of no moment to the Louisa company.

Respectfully,

E. FONTAINE,
President Louisa Railroad Company.

M. ROBINSON, esq.,
President R. F. & P. Co.

RICHMOND, *February 11th*, 1847.

EDMUND FONTAINE, esq.,
President Louisa R. R. Co.

DEAR SIR: I am in receipt of your letter of the 10th, in which you say, speaking of myself, "you decline selling the passenger and baggage car, now on the Louisa railroad, on the terms proposed by yourself in your letter of the 30th July last." But for this remark, which seems to me uncalled for, I should not deem a reply to your letter unnecessary.

In my letter to you of the 30th of July, I had more particularly in view the surplus engines and freight cars, which would be left on our hands by ceasing to do the transportation on the Louisa railroad. When the Louisa company declined purchasing any of the former, and expressed a preference for constructing their own burthen cars, but a willingness to purchase "one passenger car and baggage car, if to be had at fair prices," I stated to you, in my letter of the 21st of November, "if you can agree as to the fair prices of these with Mr. Sharp, we shall be willing to part with them; if not, the matter is probably one of no moment to either company."

There seems to me certainly, in the above passages, sufficient explicitness as to the views of each company, and I should not have supposed, with my letter of the 21st November in your possession, that you would have looked for an exposition of the views of this company, to one much more general in its character, written nearly four months previous, proposing arrangements not acceded to by the Louisa company.

There has been no complaint of any kind, to my knowledge, on the part of this company, of the Louisa company having declined taking any portion of the surplus stock of the R. F. & P. Co.; but, on the contrary, since we find the acts of this company so often misrepresented by you, there is, I can truly say, on the part of our board of directors, a wish that the transactions between the two companies should be as few and as simple as possible.

Respectfully, yours,

(Signed) MONCURE ROBINSON.

True copies.

C. W. MACMURDO, *Treas.*

Exhibit No. 29.

At a meeting of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, on the 18th March, 1847, the president laid before the board a draught of a contract which, with the assent of the board, he proposed entering into with the Louisa company: whereupon,

Resolved, That the president be authorized to execute the contract submitted to the board by him on behalf of the company.

Contract with the Louisa Railroad Company.

Whereas the Louisa Railroad Company propose after the 1st of July, 1847, doing their own transportation, and it is believed to be an object both to the Louisa and Richmond, Fredericksburg, and Potomac Railroad Company to avoid transhipment at the Junction, and also to enter into some other arrangements, which it is hoped may prove mutually beneficial.

These presents, therefore, witness, that from and after the time when the Louisa Railroad Company may commence doing their transportation on the Louisa railroad, and until the first day of July, 1849, the two companies will abide by the following arrangements:

1. The Louisa Railroad Company agree that their burthen cars may be attached to the trains of the Richmond, Fredericksburg, and Potomac Railroad Company, and carried through to Richmond and back to the Junction, so as to avoid unloading and loading at the Junction, in consideration of the Richmond, Fredericksburg, and Potomac company allowing the Louisa company at the rate of three-fourths of a cent per ton per mile on all freight conveyed in the Louisa company's cars between Richmond and the Junction.

2d. The Louisa Railroad Company agree to pay to the Richmond, Fredericksburg, and Potomac Railroad Company, for their greater labor and responsibility in collecting freight and passenger fare, keeping accounts and furnishing way-bills and tickets pertaining to both roads, and for including the Louisa railroad as hitherto, in their annual advertisements in the Richmond papers, during the continuance of this contract, at the rate of one thousand dollars per annum.

3d. The merchandise, produce, and other property, coming from Tolersville on the Louisa railroad, and all points above to Gordonsville inclusive, and going from Richmond to the same points, shall be charged such rates as the Louisa Railroad Company shall determine, and the receipts from such merchandise, produce, and other property, shall be divided between the two companies in the ratio of distance which any article may be carried on each road respectively; provided, that if any article, except plaister, lime, and shells, or mail, shall be charged less than four cents per ton per mile, the Richmond, Fredericksburg, and Potomac Railroad Company shall receive on their road four cents per ton per mile on the same, and that the articles just named shall not be charged less than three cents per ton per mile.

tions, and declined selling the passenger and baggage cars, and Mr. Sharp says you "have no cars of the late construction to dispose of," I have only to remark that it is of no moment to the Louisa company.

Respectfully,

E. FONTAINE,
President Louisa Railroad Company.

M. ROBINSON, esq.,
President R. F. & P. Co.

RICHMOND, *February 11th*, 1847.

EDMUND FONTAINE, esq.,
President Louisa R. R. Co.

DEAR SIR: I am in receipt of your letter of the 10th, in which you say, speaking of myself, "you decline selling the passenger and baggage car, now on the Louisa railroad, on the terms proposed by yourself in your letter of the 30th July last." But for this remark, which seems to me uncalled for, I should not deem a reply to your letter unnecessary.

In my letter to you of the 30th of July, I had more particularly in view the surplus engines and freight cars, which would be left on our hands by ceasing to do the transportation on the Louisa railroad. When the Louisa company declined purchasing any of the former, and expressed a preference for constructing their own burthen cars, but a willingness to purchase "one passenger car and baggage car, if to be had at fair prices," I stated to you, in my letter of the 21st of November, "if you can agree as to the fair prices of these with Mr. Sharp, we shall be willing to part with them; if not, the matter is probably one of no moment to either company."

There seems to me certainly, in the above passages, sufficient explicitness as to the views of each company, and I should not have supposed, with my letter of the 21st November in your possession, that you would have looked for an exposition of the views of this company, to one much more general in its character, written nearly four months previous, proposing arrangements not acceded to by the Louisa company.

There has been no complaint of any kind, to my knowledge, on the part of this company, of the Louisa company having declined taking any portion of the surplus stock of the R. F. & P. Co.; but, on the contrary, since we find the acts of this company so often misrepresented by you, there is, I can truly say, on the part of our board of directors, a wish that the transactions between the two companies should be as few and as simple as possible.

Respectfully, yours,

(Signed) MONCURE ROBINSON.

True copies.

C. W. MACMURDO, *Treas.*

2357.

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2d. The Louisa Railroad Company agree to pay to the Richmond, Fredericksburg, and Potomac Railroad Company, for their greater labor and responsibility in collecting freight and passenger fare, keeping accounts and furnishing way-bills and tickets pertaining to both roads, and for including the Louisa railroad as hitherto, in their annual advertisements in the Richmond papers, during the continuance of this contract, at the rate of one thousand dollars per annum.

3d. The merchandise, produce, and other property, coming from Tolersville on the Louisa railroad, and all points above to Gordonsville inclusive, and going from Richmond to the same points, shall be charged such rates as the Louisa Railroad Company shall determine, and the receipts from such merchandise, produce, and other property, shall be divided between the two companies in the ratio of distance which any article may be carried on each road respectively; provided, that if any article, except plaister, lime, and shells, or mail, shall be charged less than four cents per ton per mile, the Richmond, Fredericksburg, and Potomac Railroad Company shall receive on their road four cents per ton per mile on the same, and that the articles just named shall not be charged less than three cents per ton per mile.

4th. On merchandise, produce, and other property, transported between any point below Tolersville and Richmond, the Richmond, Fredericksburg, and Potomac Railroad Company are to receive for transportation on their road the rates paid on like articles between Taylorsville and Richmond.

5th. In consideration of the privilege of regulating the rates of freight in conformity with the 3d article, the Louisa Railroad Company are to allow the Richmond, Fredericksburg, and Potomac company the sum of five hundred dollars annually during the continuance of this contract; and, in addition thereto, the Louisa Railroad Company hereby guarantee to the Richmond, Fredericksburg, and Potomac Railroad Company, that the income to the said company from freight from the Louisa railroad shall not be less than fourteen thousand six hundred and nine dollars per annum, under this arrangement, exclusive of the sums of one thousand dollars, and five hundred dollars, before mentioned, which are not to constitute any portion of the amount of $14,609 per annum hereby guarantied.

6th. On all passengers coming from Charlottesville and other points west of that place to Richmond, and on all passengers going from Richmond to Charlottesville and other points west of that place, the Richmond, Fredericksburg, and Potomac Railroad Company are to receive one dollar and thirty-one cents per passenger; and on all other passengers coming from or going to the Louisa railroad, are to receive their local fare, but the Richmond, Fredericksburg, and Potomac Railroad Company are not to be expected to give and receive return tickets between Richmond or points on their own road and points on the Louisa railroad.

7th. In the transportation of merchandise, produce, or other property, between the Junction and Richmond, coming from the Louisa railroad, or destined for the said road, any loss or damage from accidents, whether to the cars (and their contents) of the Louisa company, or the Richmond, Fredericksburg, and Potomac company's cars and their contents, or to the machinery of the latter company, or hands employed by the same, is to be sustained by the Louisa company, if probably caused by the condition of a car or cars of said company, or any fault in loading the same, or by the Richmond, Fredericksburg, and Potomac company, if such loss or damage should probably have been occasioned by the condition of the Richmond, Fredericksburg, and Potomac railroad, or the fault or defect of the engine, or a car or cars of said company. Where probabilities are equal, any such loss or damage is to be sustained equally by the two companies. In case of any article of merchandise, produce, or other property, not reaching its place of destination, or being damaged or pillaged on the way, any amount which either company may be liable therefor, is to be charged to the company on whose road such loss, damage, or pillage may have occurred; or if probabilities are equal, any amount payable for such loss, damage, or pillage, is to be borne by the two companies in the ratio in which the

charge for freight of the article would accrue to each company respectively.

8. The Louisa cars may be repaired in Richmond, when thought necessary by the agent of the Richmond, Fredericksburg, and Potomac company, to avoid risk in returning to the Junction; and such charge may be made therefor as the agent of transportation of said company may deem right.

9. Settlements between the two companies are to be made quarterly; when any balance due the Louisa Railroad Company is to be paid over to them.

10. Any requisite sidelings or turnouts for receiving or delivering the Louisa company's cars at the Junction are to be made by the Louisa company, who are also to incur the labor of attaching and detaching the same from the Richmond, Fredericksburg, and Potomac company's trains.

In witness whereof the above articles have been signed in duplicate by the presidents of the Richmond, Fredericksburg, and Potomac, and Louisa Railroad Companies, with the distinct understanding that neither company is to be considered as under any obligation of any kind, expressed or implied, to renew the said agreement, unless it be deemed to its advantage to do so.

(Signed) E. FONTAINE,
Pres't Louisa Railroad Co'y.
ED. ROBINSON,
Pres't R. F. & P. R. R. Co.

At a meeting of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, 14th April, 1847:

The following resolution was adopted:

Resolved, That on freight for account of the Louisa Railroad Company, as far as the Junction, between the 3d day of February, 1847, and 1st July next, the rate of charge to said Louisa company be the rate to Taylorsville, and on the ratio of distance from that point to the Junction.

(Signed) E. ROBINSON, *Pres't.*
True copies: C. W. MACMURDO, *Tr.*

Exhibit No. 30,

OFFICE OF LOUISA RAILROAD CO., *Sept.* 18*th*, 1847.

EDWIN ROBINSON, esq.
Pres't R. F. & P. R. R. Co.

DEAR SIR: I am in the receipt of a letter this morning from Mr. Sharpe, in which he says we have but two propositions to submit to you, &c., both of which are based on the right assumed to charge other and higher rates for Louisa freight than those stipulated in the contract between the two companies. It does not appear whether these propositions are intended by you to be considered the final determination of the R. F. & P. company. I think still, as I told you in conversation, that no circumstance, or accident of any kind, justifies your company

4th. On merchandise, produce, and other property, transported between any point below Tolersville and Richmond, the Richmond, Fredericksburg, and Potomac Railroad Company are to receive for transportation on their road the rates paid on like articles between Taylorsville and Richmond.

5th. In consideration of the privilege of regulating the rates of freight in conformity with the 3d article, the Louisa Railroad Company are to allow the Richmond, Fredericksburg, and Potomac company the sum of five hundred dollars annually during the continuance of this contract; and, in addition thereto, the Louisa Railroad Company hereby guarantee to the Richmond, Fredericksburg, and Potomac Railroad Company, that the income to the said company from freight from the Louisa railroad shall not be less than fourteen thousand six hundred and nine dollars per annum, under this arrangement, exclusive of the sums of one thousand dollars, and five hundred dollars, before mentioned, which are not to constitute any portion of the amount of $14,609 per annum hereby guarantied.

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In witness whereof the above articles have been signed in duplicate by the presidents of the Richmond, Fredericksburg, and Potomac, and Louisa Railroad Companies, with the distinct understanding that neither company is to be considered as under any obligation of any kind, expressed or implied, to renew the said agreement, unless it be deemed to its advantage to do so.

(Signed) E. FONTAINE,
Pres't Louisa Railroad Co'y.
ED. ROBINSON,
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in making higher charges than agreed on in our contract, and we regret that you should have any unforeseen expense to incur. I regret the burning of the bridge, as one of the casualties attending the transportation, which may diminish your profit, but in principle not differing from accidents to your locomotives or road; and that you are bound to carry our freight backwards and forwards, limiting the charge to the terms agreed on. I most sincerely hope that some arrangement may be made, that by its results may relieve the Louisa Railroad Company from the necessity of claiming any redress for a failure on the part of the R. F. & P. company to comply with the contract, and it was in that spirit that I made the proposition in my letter to Mr. Sharp, not intending to compromise any of the rights of the Louisa company under the contract, but believing that, if my proposition was accepted, the practical working would save it from serious loss, which is all that I would ask. I am anxious that such arrangement shall be yet made, but it is my duty to say, and I do it in no spirit of irritation or unkind feeling, that if subjected to loss the Louisa Railroad Company will claim the protection of the contract. It is certain, that if the Louisa freight is either not transported or subjected to a tax, in addition to the rates fixed by the contract, the company must lose, as it is now losing daily, and has been since the burning of the bridge. I cannot accede to either of Mr. Sharpe's propositions, or to any which will so clearly compromit the interests of the Louisa company, or make it necessary for the Louisa company to increase the rates of charge, or acknowledge either directly or indirectly the right of the R. F. & P. company to make increased charges. But desirous to put this matter on a footing which may avert difficulties hereafter, and having revised the calculation of cost, I will undertake, on the part of the Louisa company, to do the transportation of its freight for four cents per 100 lbs., for the space interrupted by the burning of the bridge; provided proper efforts are made to despatch the receipts and delivery, and our trains are permitted to come on your road to the burnt bridge without charge, and a suitable turnout is made without delay, to facilitate the receipt and delivery on this side. I shall be glad to hear, by to-morrow's train, whether this last proposition is accepted, as our customers are very impatient; and if this is not accepted, I shall be glad to understand what terms you decide on, that we may know what to do.

In great haste, respectfully,

E. FONTAINE, *Pres't.*

P. S. Any number of wagons can be gotten for four dollars per day.

E. F.

A true copy. C. W. MACMURDO, *Tr.*

OFFICE RICHMOND, F. & P. R. R. Co.
Richmond, 18*th September*, 1847.

COL. E. FONTAINE,
Pres't Louisa R. R. Company.

DEAR SIR: Your communication of this date has reached me at an hour too late for a lengthy reply by the train of this morning.

The ground which you take, "that no circumstance or accident of any kind justifies your (our) company in making higher charges than agreed on in our contract," is perfectly correct.

As an offset, however, to this, there is nothing in the contract which requires us to transport freight to and from the Louisa road in any other way than upon our railroad. The burning of our bridge over the South Anna river having caused a temporary interruption in the transportation of freight on our part, and desirous of accommodating, even in a limited way, those who may prefer to encounter the additional expense of wagon transportation, we have concluded to effect transportation to such extent as we can, for such as are willing to reimburse us for this extraordinary expense, and to such only. This expense we compute at five cents per 100 lbs., and it cannot be done for less, with the risks attendant, and delays consequent on bad weather, even though we contribute additional turnouts, &c., at our own expense.

This is no new tax upon the customers of the road; it has been imposed heretofore on three different occasions, and cheerfully borne on their part, for our losses have been heavy through means of the incendiary. We shall not therefore abate this charge. If, on the completion of the bridge, we ascertain that the cost of this wagon transportation has been overestimated, we will cheerfully refund to all concerned their proper portion. On this head we have nothing more to say.

We have, however, to propose that you continue the transportation from Junction to Darracott's crossing, (this side of South Anna,) within 18 miles of Richmond, (and in aid thereof we give you free use of our road,) and allowing to us 5 cts. p. 100 lbs., reserve to yourself the balance of our established rates.

For this service you will receive 4 cts. per 100 lbs. between Junction and Darracott's crossing, which, by your own admission, ought to defray the entire expense. The admission of your claim to damages under our contract, through the burning of our bridge, would justify every possible exaction of us. We are under as much obligation under our advertisement to transport the traveller without any interruptions as we are to furnish uninterrupted transportation to you; but how truly ridiculous would a claim for fatigue and exposure encountered at the river appear, should such be presented. There is only one contingency which can justify your claim to abrogate the guaranty clause in the contract, or give color to complaint on the part of the customers of the road. It is this, unnecessary delay on our part in the reconstruction of the bridge. No one can pretend that there is ground for this, and consequently, so long as every thing is done which human exertions can accomplish, we can acquit ourselves of all clause for blame.

I hope that you and your people will cease to suppose that we deem your interest otherwise than identified with our own. We shall do all that we can to carry out in good faith the spirit of our contract. It was not one of our seeking; and at once, if agreeable to your board, I doubt not, our own would be willing to cancel it, for many of its provisions compel us to do injustice to the customers of our own road. We hope,

however, never to forget ourselves so far as to admit our obligation to furnish other than railroad transportation under our contract, and that only when possible by means of the very best abilities which can be brought into exercise.

Permit me to say, in conclusion, that in my opinion you greatly exaggerate the loss of your company and ours, by reason of the diversion of freight to other channels. The depressing accounts which daily reach us from Europe must render the farmer indisposed to hasten his crop to market, save in the case of such as have contracted for early delivery, by which an extra price is the result; and, of course, any extra charge will be cheerfully borne. The freight therefore is in the country, and may be expected to come over the road with certainty a few weeks later.

Indeed, so lightly do I estimate the damage to your income in any way, as to think that the compensation which we are disposed to allow for the temporary use of your locomotive, will more than compensate you for any injury to either your trade or travel by reason of the destruction of our bridge.

I remain, very respectfully, yours,

ED. ROBINSON, *Prest.*

No. 31.

Richmond, Fredericksburg, and Potomac Railroad Company, to Louisa Railroad Company, Dr.

1847.

To use of our engine at $20 per day, from 5th September to 30 Oct., 55 days - -			$1,100 00
" 3 cross head screws - - - -	$1 50		
" 1 shacklepin nut - - - -	50		
" finishing snuff box - - - -	25		
" one suspension bolt - - - -	1 00		
" straightening and riveting fenders - -	25		
" repairs on damper rod - - -	50		
" straighening and setting side plates - -	75		
" mending draw bar - - - -	50		
" mending coupling bar - - -	50		
" 1 bolt - - - - -	25		
" 1 new joint coupling bar on engine - -	2 00		
" making 2 new cow hooks - - -	2 00		
			10 00
" use of coach first day to creek, and to bridge for 2 or 3 days, not charged.			
" use of our coach and baggage car 20 times, from Junction to river, at 12½c. - -			5 00
" use of our mail engine four times, 9 loads of freight, at an average of 20 cars each, at 12½c.			47 25
			$1,162 25

Cr.

By use of your engine 2 days, at $20 00 per day	$40 00
Balance due Louisa R. R. Co. -	$1,122 25

October 30th, 1847. Credit the Louis Railroad Co. by the above account.

THOS. T. CHANDLER,
Treas. L. R. R. Co.

A true copy.

C. W. MACMURDO, *Treas.*

No. 32.

To the general assembly. Petition of citizens of county.

Your petitioners pray that an act may be passed authorizing the Louisa railroad to be extended to or near the dock in the city of Richmond, for the following reasons among others, viz:

1st. Because the increasing business creates confusion, delays, and other inconveniences in the present depôt in the city.

2dly. The ascertainment of responsibility for losses and injury to property transported on the road produces vexations between the mercantile and farming community and the railroad companies.

3d. The two companies do not concur as to the rates of charge for passengers, produce, and merchandise, and consequently there is not a fair opportunity of testing the policy which the Louisa company is disposed to pursue.

4th. The depôt is now too far from the shipping for the Louisa business. The up freight consists to a great extent of salt, iron, plaster, lime, bacon, and other merchandise, brought from abroad for the country merchants and farmers, which is now subject to a heavy tax for storage and drayage between the depôt on the hill and the dock. The same applies to all articles of down freight designed for export.

This burthen is seriously injurious to the trade of Richmond as well as to the interests of the farmers and the railroad company. If the railroad were extended to the dock, a very heavy expense would be saved both in the import and export trade. Every article exported would be worth just so much more as the present charge for storage and drayage; and the heavy articles above mentioned, viz., salt, iron, bacon, lime, plaster, &c., &c., would be cheapened to the consumer by the same amount.

Your petitioners therefore pray that the company may be allowed to extend their road to the city of Richmond.

Exhibit No. 33.

Extract from the annual report to the stockholders, May, 1848.

The board of directors submit herewith an act of the last legislature, authorizing an extension of the Louisa railroad to the dock in the city

of Richmond. They submit, also, a copy of an agreement entered into between this company and the Louisa company, under which passengers, produce, and merchandise, coming from or going to the Louisa railroad, are now conveyed by this company between Richmond and the Junction.

It will be observed that the section seventh of the act referred to is as follows:

"Be it further enacted, That in case the Richmond, Fredericksburg, 'and Potomac Railroad Company shall, at the next annual meeting of 'the stockholders, stipulate and agree, from and after the expiration of 'the present contract with the Louisa Railroad Company, from the 'Junction to the city of Richmond, at the same rate per mile as may at 'the same time be charged by the Louisa Railroad Company on the 'same passengers and freight; and shall also agree to carry all passen-'gers and freight entered at the city of Richmond for any point on the 'Louisa railroad at the same rate per mile as is charged at the time for 'the same by the Louisa Railroad Company; and shall also agree to 'submit to the umpirage of some third person or persons, to be chosen 'by the said companies, the compensation to the Richmond, Fred-'ericksburg, and Potomac Railroad Company for collecting at the 'depôts in Richmond the dues of the Louisa Railroad Company, and 'any other matters of controversy which may arise between the said 'companies owing to the connexion between them, then this act to be 'void, or else to remain in full force."

The board of directors think that the terms of the agreement between this company and the Louisa company are as favorable to the last named company as, in view of the present business of the Louisa railroad, and the charge made by them for the use of their cars on the Richmond and Fredericksburg railroad between Richmond and the Junction, can reasonably be asked of them. If the trade on the Louisa railroad should materially increase, and the Louisa company should be satisfied with less charge than that at present claimed (three-fourths of a cent per ton per mile) for the use of their cars on the road of this company, both companies could probably afford to reduce their rates for the transportation of trade and travel on their respective roads, and it would be the disposition of this company, as the board think they have evinced hitherto, to enter into any arrangements calculated to increase the business of the two roads in the most liberal spirit. The board do not think the provisions of the act herewith submitted consistent with the 38th section of the act incorporating this company; but if they were, they could not recommend to the stockholders to come under the provisions of an act which would compel them to reduce their charges on the passengers and produce coming from or going to the Louisa railroad to any rate, however low, which the Louisa Railroad Company might deem a proper standard.

In this connexion it may be proper to add, that the whole income of the road of this company from freights over the Louisa railroad, deducting the amount allowed the Louisa company by this company for

the use of their cars, added to the income derived from travel, would not more than pay the interest on the cost of extending the Louisa railroad to the dock in Richmond, and providing the necessary accommodation for their trade at that point, without reference to the annual expense of keeping such an extension of their road in order and of running over it.

Exhibit No. 34.

Extract from report to the board of public works, November, 1848.

In the report of the board of directors to the stockholders it is stated—

"The board of directors think that the terms of the agreement between this company and the Louisa company are as favorable to the last named company as, in view of the present business on the Louisa railroad, and the charge made by them for the use of their cars on the Richmond and Fredericksburg railroad between Richmond and the Junction, can reasonably be asked of them. If the trade on the Louisa railroad should materially increase, and the Louisa company should be satisfied with a less charge than that at present claimed (three-fourths of a cent per ton per mile) for the use of their cars on the road of this company, both companies could probably afford to reduce their rates for the transportation of trade and travel on their respective roads; and it would be the disposition of this company, as the board think they have evinced hitherto, to enter into any arrangements calculated to increase the business of the two roads in the most liberal spirit."

The board of directors regret that the disposition evinced in the above paragraph does not appear to be met by the president and directors of the Louisa company in a corresponding spirit. It seems to be the view of the president and directors of that company to extend their road to Richmond, to use the language of their report, "no matter what terms might be offered" by this company. This the board of directors of this company do not believe can be effected by private subscription, for they are satisfied that the estimates of the Louisa company as to the income of this company from passengers from the Louisa road are erroneous, and of that derived by this company from freight about $2,000 per annum is paid back to the Louisa company for the use of their cars; and, on the other hand, they know from their own experience that the expenses of transportation, as computed by the president and directors of the Louisa company, do not embrace a fair allowance for wear and tear and depreciation of machinery, and they cannot believe that it will be the pleasure of the legislature to furnish the means, or any portion of it, to construct a second road parallel to that between Richmond and the Junction, in itself unnecessary, and which cannot pay an interest on its cost, whilst it must necessarily impair the value of the investment of the State in the railroad committed to the board. They would respectfully remind the board of public works that, so far from this company making "no concessions of power," as stated

in the last report of the president and directors of the Louisa company, it has been expressly stipulated between the two companies that, "on persons, produce, merchandise, and other goods coming from or going to the Louisa road, this company will charge for the same only so much per mile as may be charged on the Louisa road; with the proviso, however, that the rates fixed by the Louisa company be such as to enable that company, after the payment of all necessary expenses, and setting apart a fair and reasonable sum for renewals and repairs as required by their charter, to divide at least six per centum per annum on the capital stock invested in it." If the business of the Louisa road has really earned, as stated by the president, during the past year 7½ per cent., it cannot certainly be long before the board of directors of the Louisa company will be able to "divide at least six per cent.," in which case the Richmond, Fredericksburg, and Potomac company are at once bound to adopt the rates of the Louisa company, whatever they may be, for freight and travel coming from or going to the Louisa road.

It is due, however, to candor that the board of directors should state that, whilst there is on the part, both of the board and the stockholders, no disposition to take the least advantage of the Louisa company, and every disposition to deal with that company in the most liberal spirit, this company would be wanting in duty to itself not to ascertain judicially its rights under its charter, if the Louisa company should really commence the prosecution of a parallel railroad between the Junction and Richmond. The guaranty of the act of incorporation of this company, under which the stockholders felt justified in embarking so largely, not only in their own costly undertaking, but many of them also in the Louisa railroad, the board cannot but believe designed to their road, during the term of the guaranty, not the travel only from Richmond to Washington, but that also along the line of the road "between the one city and the other."

If this be not the true meaning of the guarantee clause, it would seem to them difficult to affix one to the exceptions in the proviso to it, and it was certainly unnecessary to provide that railroads might be made in the direction of Tappahannock or Urbanna, if one could be made even along side the present road between Richmond and the Junction.

Besides which, if the Louisa road can now be extended, consistently with the guarantee, from the Junction to Richmond, there would seem to be no reason why it may not be the next year or the year after between the Junction and Acquia or Potomac Creek, and thus a competing line be put in operation the whole distance between Richmond and the Potomac.

In making these remarks the board do so under the belief that no State object justifies or recommends the extension of the Louisa railroad in question, and that the privilege of extending the same was granted to the Louisa company, provided it could be effected by individual subscriptions, under the impression that it could be granted consistently with its previous legislation in regard to the Richmond, Fredericksburg, and Potomac Railroad Company. If, however, it should be the opin-

ion of the legislature that any important consideration of State policy justifies or recommends the proposed extension, they entertain but little doubt that the stockholders of the company would, at this time, willingly surrender their rights, privileges, and property to the State on receiving only the par value of their stock; and the board of directors are satisfied that a paternal legislature cannot wish to impair the value of property acquired under peculiar inducements, and of a work in which large amounts of capital have been embarked on its invitations by the citizens of other States as well as this, without offering either to purchase at a fair price or a reasonable indemnity.

No. 35.

TO THE GENERAL ASSEMBLY OF VIRGINIA:

The undersigned respectfully represent, that they were appointed on behalf of citizens of Caroline, Hanover, King William, and Henrico, to ask the passage of an act making an appropriation for the extension of the Louisa railroad from the Junction to a point in the city of Richmond, near the dock, which measure was recommended by the internal improvement convention which assembled in Staunton on the 2d of October last, as necessary to perfect the scheme of communication with the western waters.

Your memorialists ask your attention to the following considerations briefly stated:

1st. A large and thriving commercial city is necessary to make a prosperous commonwealth; without resorting to the experience of the old world, we have but to cast our eyes on our own country to make the truth manifest. What would have been the progress of Ohio without Cincinnati, of Pennsylvania without Philadelphia, of Maryland without Baltimore, of Massachusetts without Boston, of the great valley of the Mississippi without New Orleans, of New York herself without her Queen of American commerce? The great capacities of all those flourishing realms would have remained but feebly developed without the aid of the enterprise, intelligence, and capital congregated in the cities, which are the marts of their commerce, the instigators of their enterprises, and the fountain of their pecuniary resources.

To build up cities large enough for these great ends, abundant facilities for transportation are so evidently necessary, that nothing need be said to prove it. Baltimore has grown rich by attracting much of that portion of the trade of the great West which nature seems to have intended for our own metropolis, and unless our own improvements shall prevent it, she will, in a few years, come to the very suburbs of Richmond, and deprive her of the commerce at her doors. The extension of the railroad we ask for is among the improvements necessary to prevent this, for it is essential to its extension to the western waters. For the trade, even now coming down to the Louisa road, is seriously embarrassed for the want of an independent outlet. We believe there is no instance where one railroad has to rely on another for an outlet;

that there is not much difficulty growing out of the divided and uncertain responsibility, and this constitutes a most signal instance of it. As business increases from the extension westward, the evils resulting from this dependent outlet will be multiplied, greatly to the injury of the producer in the country and the merchant in Richmond. Already the community interested in the road is kept continually in ferment and irritation for the want of reasonable accommodation; and as it is hard to tell where to fix responsibility, in a feeling of despair the farmers resort to their wagons to their own injury, as well as that of the railroad. Thus is that public confidence lost, without which but little benefit can be derived from any public improvement.

2d. The principal profit from the Louisa business is received on the 25 miles of road nearest Richmond. There all the little contributions of freight and travel, collected by the Louisa company at great expense become profitable, but those profits now accrue to the benefit of the Richmond, Fredericksburg, and Potomac Railroad. Is this just? What right has that company to keep the whole farming community, from tide water to the mountains, tributary to their superfluous wealth, when the Louisa company needs these profits, appropriately belonging to its stockholders, because they are the fruits of their enterprise?

3d. From a recent survey of the engineer of the Louisa R. R. Company, a gentleman of high professional ability, the extension asked for can be made for less than $200,000. Documents emanating from the president and directors of that company, which challenge the most rigid scrutiny, prove that the revenues between the Junction and Richmond, derived from the Louisa business, when the road shall be extended to the Blue Ridge, will be about $60,000, and that there will be a nett profit from this, the productive end of the road, equal to more than two per cent. on the stock of the whole road. Now, we ask, if this addition is made to the regular profits now realized, will it not have a most favorable influence on the extension of the road westwardly? With good dividends regularly paid, the stock of the company will acquire the confidence of capitalists, and afford a tempting investment for their funds. Even since the company has commenced doing its own transportations the stock has risen from 24 to 50 per cent.; and it cannot be doubted that the control of the road, as well as of the machinery by which the transportation is effected, would have a corresponding result.

4th. The State owns $340,000 in the Louisa railroad, (half its present capital) and only $275,000 in the stock of the R. F. & P. R. R. Company, whose capital amounts to $1,475,000. Suppose the State's dividend on her comparatively small amount of stock in the latter company should be slightly diminished, by subtracting from its profits that portion of them now derived from the Louisa railroad, would she not be more than compensated by the increase of her dividends as half-owner of that road? This is too obvious to require the arithmetical proof, which can be seen without figuring it out.

5th. It has often been, and may again be asked, if it be not better to

apply all the means that can be raised to build the Louisa railroad, to extend it westwardly, rather than to Richmond? The objection implied in this question to the application of your memorialists is much more plausible than profound. In the first place, a large portion of the fund, which can be obtained for extending the road to Richmond, would be asked for in vain to extend it farther west. None of the large subscriptions which are now made, or being made, in the counties your memorialists represent could be obtained, if they were to be expended in Albemarle. But the best answer to the above question is, that the first and most efficient step in securing to the road that ultimate extension westwardly, which its earliest and most earnest advocates hope for it, is to give it a terminus in Richmond, an outlet at the dock, a way to market under its own control, independent of the wishes or the interests, or the wisdom, if you will, of any but those who are responsible for its conduct, and most concerned in its prosperity.

It is now like a tree without root, like a house without foundation. Capitalists cannot embark largely in a concern subject in any way to the control of those who have no other interest in it than to make the most of it. This is now the case with the Louisa railroad. Its managers can never guarantee the day nor the week when its merchandise shall reach market, since that must be postponed to the superior obligations which the company on which they are dependent for its delivery owe to its own trade and travel. How greatly these conflict with the interests of the Louisa road is established by experience bitter to both companies and most disastrous to the dependent one. If these interests could have been completely harmonized, it is not to be doubted but that it would have been done, since there was every motive on both sides to effect it. That all efforts to do so have failed, is strong presumption of the futility of continuing those efforts. Indeed, it is obvious, that without a double track from the Junction to Richmond it is impossible to accommodate perfectly the trade and travel of both companies, more especially when the trade and travel of both, or either, shall be greatly increased. And to double the track of the one road would cost almost as much as to extend the other, while there would be no possibility of affording the public accommodations or procuring the funds to meet this cost, which would be obtained by the proposed extension.

Your memorialists deem it proper on this occasion rather to submit suggestions than arguments to your honorable body, and therefore refrain from pressing further this or other reasons in behalf of their pe[ti]tion.

But it is with much confidence, resulting from long consideration, based upon experience derived from the working of the Louisa railroad in its present least useful and most unproductive condition, that they press their applications as one whose success will redound to the good of the whole State. In the words of the Staunton convention, the Louisa railroad is already looked to "as the channel of communication to market for a large portion of the Commonwealth," and when it

shall connect the waters of the James and Ohio rivers, fancy, with its extravagance, will approach nearer than reason with its soberness, in their respective estimate of the good it will confer upon the country.

GEORGE TAYLOR,
WILLIAM C. WICKHAM,
WILLIAM T. H. POLLARD,
Committee.

No. 36.

The answer of the president and directors of the Richmond, Fredericksburg, and Potomac railroad, to the memorial of George Taylor and others, asking an appropriation on the part of the State to the eastern extension of the Louisa railroad.

The answer of the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company, to the memorial of George Taylor and others, asking an appropriation from the State for the extension of the Louisa railroad to the city of Richmond, respectfully represents:

That your remonstrants were incorporated for the construction of a railroad between the city of Richmond and town of Fredericksburg, by an act of the general assembly of Virginia, passed February 25, 1834, which provided "that in the event of the completion of the said railroad from the city of Richmond to the town of Fredericksburg, within the time limited by the act, the general assembly will not, for the period of thirty years, from the completion of the said railroad, allow any other railroad to be constructed between the city of Richmond and the city of Washington, or for any portion of the said distance, the probable effect of which would be to diminish the number of passengers travelling between the one city and the other, upon the railroad authorized by this act, or to compel the company, in order to retain such passengers, to reduce the passage money: Provided, however, that nothing herein contained shall be so construed as to prevent the legislature, at any time hereafter, from authorizing the construction of a railroad between the city of Richmond and the towns of Tappahannock or Urbanna, or to any intermediate points between the said city of Richmond and said towns: And provided, also, that nothing herein contained shall be construed to prevent the general assembly from chartering any other company or companies to construct a railroad from Fredericksburg to the city of Washington." That on the 18th of February, 1836, the Louisa Railroad Company was incorporated "for the purpose of making a railroad from some point on the line of the Richmond, Fredericksburg, and Potomac railroad, in the neighborhood of Taylorsville, passing by or near Louisa court-house, to a point in the county of Orange, near the eastern base of the southwest mountains, and for the purpose of extending the same, should the company hereby incorporated, at the commencement of the work, or at any time afterwards, deem it advisable to do so, in the direction of the Blue Ridge mountains, or across

the same, to or near the town of Harrisonburg, in the county of Rockingham." That feeling satisfied that they were protected by the guarantee clause of their act of incorporation against a parallel railroad for any portion of the distance between Richmond and Fredericksburg, the stockholders of the Richmond, Fredericksburg, and Potomac company subscribed largely to the construction of the Louisa railroad, have looked with much interest to its extension west, and would have been prepared to aid liberally in this extension but for the attempts commenced about two years since, and which have been so perseveringly continued, to make of the influences and resources of the Louisa company to construct a parallel railroad to the road of your remonstrants, between the Junction and the city of Richmond.

It might be sufficient under these circumstances for your remonstrants to point to their charter, and the pledge given in it, and to appeal [to] the plighted faith of the State, without which it would have been impossible to have made up the capital stock to construct the valuable work committed to their care. The extent of this obligation of the Commonwealth under their act of incorporation will soon be judicially ascertained, and in the mean time they cannot believe that it will be the pleasure of the legislature, by subscribing three-fifths of the amount required to build a second railroad between Richmond and the Junction, virtually to construct herself a railroad for this distance, which, if your remonstrants are correctly advised by their eminent counsel who have been consulted by them, cannot be used, if constructed, consistently with the guarantee of their charter. Your remonstrants use the expression "virtually to construct herself," because they learn that the subscriptions to the proposed extension, with the exception of the amount which the contractors for the work agree to take in stock, are very small, so that all, or nearly all, the money requisite for its construction will probably have been provided by the Commonwealth, in the event of the subscription now asked being granted.

But your remonstrants are convinced that a careful examination of the subject will satisfy the general assembly, that even had no pledge been given to this company by the legislature, there are no considerations of State policy or interest to recommend the proposed measure, but, on the contrary, that all such considerations forbid it.

It is natural that the proposed extension should be strongly advocated by Messrs. George Taylor and others, citizens of "Hanover, King William, and Henrico," having property in those counties contiguous to the line of the proposed railroad. The effect of its construction must obviously be to make the two companies competitors for the same trade and travel for the distance of from 25 to 30 miles from Richmond, and as a consequence probably to reduce the rates of freight and fare on both roads between these points to extremely low rates; but it will be evident to your honorable body, that as regards travel and trade on both roads beyond the neighborhood of the Junction, its effect must be the reverse; that each company will be apt, and perhaps compelled, to indemnify itself for the low rates at which it may be obliged to carry

the local freight and passengers between Richmond and the Junction, by levying higher rates on trade and travel beyond the point of competition.

In view of this necessary result of the competition which would be produced by the proposed railroad between Richmond and the Junction, the calculation which has been presented, of an increased income to the Louisa company of $60,000 per annum from this extension, cannot but be regarded as fallacious in the extreme.

Your remonstrants need not point out, as a beacon of warning on the present occasion, the contrast between estimates beforehand and results afterwards realized on so many works in which the Commonwealth has heretofore embarked, or go into a minute examination of the items of the proposed estimate in order to show its deceptiveness. The extravagance of the estimate of the president of the Louisa company is palpable, when we consider that his calculation is to obtain more income from an extension of 25 miles to be subjected to a ruinous competition for local freights and travel, than is now obtained from the whole of the Louisa road at present in use, about 65 miles. As an evidence of the slight basis on which the president of the Louisa company has predicated its extravagant increase of income, your remonstrants will refer to the item of increased mail pay. On this head, his calculation is to obtain from the Post Office Department compensation for carrying the mail on the proposed extension. What prospects, your remonstrants would ask, can there be for this, when the Department can carry, (and will doubtless exercise its right to do so) the Louisa mail between Richmond and the Junction, on the road of your remonstrants, as at present, free of additional charge.

On the other hand, it is evident that the expense of keeping up and transporting on the proposed extension of the Louisa road is so much underrated, in being computed at only $700 per mile, as the income is overrated. Not to speak of the inferior grades (as high as 45 and 53 feet per mile) on the proposed extension, which must add of course a corresponding rates to the cost of transporting over it, it is not believed a single instance can be found in America, of a railroad of any extent, of even moderate business, which has been kept up and transported on for a series of years at less than an average annual expense of $1,000 per mile.

The report of a committee of stockholders of the Petersburg company, (see annual report of the board of public works, of 1847, p. 81,) which will probably be deemed good authority by the president of the Louisa company, shews, that in their opinion, "to keep the track of a railroad in order, and to do the transportation properly, requires on a fair calculation an annual expenditure in perpetuity of not less than $1200 per mile;" so that it would require at least $33,600 to keep up and run on the proposed extension, instead of 19,600, as estimated by the president of the Louisa company. It is true, that the president and directors allege that they have been transporting on their own road at less than this rate per mile. Such, also, seems to be the case with the road of

your remonstrants, when their road and machinery were new, and they made, as experience has since proved, very inadequate estimates for wear and tear and depreciation through a series of years. When the Louisa Railroad Company shall have transported for as long a time as your remonstrants, they will find that their road is not an exception to every other railroad; that they have charged in their accounts more to construction than should properly go to that head, and that they have made very inadequate allowance for wear and tear and depreciation.

If the above views have any weight, they go to show that the extension of the Louisa railroad to Richmond, so far from adding to the present dividends of the stockholders, must necessarily diminish them; and as regards the road, "that its future prospects of extension westward," so far as they are dependent on the productiveness of the stock, will not (as anticipated by the president of the company) be promoted by the measure; on the contrary, your remonstrants cannot doubt that the extension of the Louisa railroad to Richmond would seriously impair the prospect of the western extension of the work. If the present eastern terminus of the Louisa road remains undisturbed, every stockholder on the Richmond, Fredericksburg, and Potomac company is interested in promoting, as far as in his power, extensions of the Louisa road, both in a westerly and northwesterly direction. Can the effect of this extension eastwardly be otherwise than to alienate at once the important interests which are identified with the Richmond and Fredericksburg company? A company which brought the Louisa railroad into existence, the stockholders of which have been active and efficient in pressing its extension forward to the west, and which if allowed to continue in amity with it, is capable of rendering farther and most important aid. The members of your honorable body must, it is believed, deem a measure impolitic which transfers at once the alliance of friendship and capital (in stock and bonds) of nearly one and a half millions of dollars, and places the two works in an attitude of hostility.

The memorial of Messrs. George Taylor and others, and the reports of the Louisa company, speak of the value to the trade of the Louisa road of an independent terminus in the city of Richmond, in the neighborhood of the dock. Your remonstrants are satisfied that for the travel and the greater portion of the trade of the Louisa, as well as the Fredericksburg road, the present terminus of the latter road on H street is more desirable than a terminus on the dock, for the reason that the largest proportion, at least of the great staple of the road, wheat, will be ground, and the other products of the road will most generally be warehoused and sold in Richmond before being shipped. In like manner, most of the articles of merchandise to be transported by the road will be as likely to be purchased in other parts of the city as in the neighborhood of the dock. But your remonstrants have no objection, if the Louisa company deem a terminus and depôt on the dock desirable for their road, to their constructing a branch road from some eligible point on the Richmond, Fredericksburg, and Potomac road, near the city of

Richmond, to the dock, and that the profits of this branch road shall accrue entirely to the Louisa company. If there is to be any advantage in a separate terminus on the dock, it will be much more cheaply attained for the producer and consumer in this way, than by a large outlay of capital for a separate and inferior work, three miles longer, between the Junction and the dock. They say "an inferior work," because it appears from the report of the engineer, with the accompanying comments of the president of the Louisa company, that the proposed extension will not only be 28 miles long, instead of 25 miles, (the distance by the road of your remonstrants) between Richmond and the Junction, but that it will have grades of 45 and 53 feet per mile, instead of 32 feet, the maximum grade on the road of your remonstrants. These steep grades, and this increased distance, must necessarily enhance the cost of transportation; and as the undersigned are willing to transport the trade of the Louisa road, with the exception of that in the neighborhood of their own road, at any rate per mile which the Louisa company may elect, not less than the mere cost of transportation, provided the Louisa company will reduce the charge for the use of their cars to the same standard, it is evident that the charges on transportation to the producer and consumer will be much more likely to be brought to their minimum by an arrangement between the companies on the above basis, than by a separate work, as proposed by the Louisa company.

Your remonstrants entertain no doubt that such an arrangement will be made between the two companies, as soon as the Louisa company shall have ascertained that their proposed extension to Richmond cannot be *cannot be* constructed, or, if constructed, that it cannot be used consistently with the guaranties in the act of incorporation of this company. And your remonstrants entertain as little doubt, that the complaints which have been made to your honorable body, of evils resulting from a divided responsibility, &c., will cease, when there shall cease to be an object in making these complaints; it will then be the obvious interest of the Louisa company, as it is of this company, by uniting their efforts, to do away with all causes of complaint. It is obvious that such is not the case now, when it is avowed in the last report of the president and directors of the Louisa company to the stockholders, (see last report of the board of public works, p. 438,) to be their policy to extend their road to Richmond, "no matter what terms might be offered," and when the leading motive to do this is avowed to be "to enjoy the benefits of doing the most profitable part of our own business, viz., on the 25 miles next to Richmond;" in other words, that the Louisa road may enjoy not only the business for which it was constructed, viz., that between the Junction and its western terminus, but also compete for that of its parent stem.

Messrs. George Taylor and others say, in their memorial, that they believe there is no instance where one railroad "has to rely on another as an outlet." In reply to this statement, we would refer to New England, particularly Massachusetts, the whole of which State is cover-

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ed with a net-work of railroads, and where, if any where, on account of the immense business on their roads, competing lines would seem to be justifiable. In no case, in Massachusetts, can we find that a railroad has been authorized alongside of another railroad. On the contrary, we find the Great Western railroad of that State, which transports in a week as much trade and as many passengers as the Louisa railroad in a whole year, is content to have its outlet by the Boston and Worcester road. The same is the case with the Norwich and Worcester road, and the New Haven and Springfield road, both having on them a business many times greater than the Louisa road. In neither of these cases do the roads referred to appear to have thought it necessary for their independence, and the proper accommodation of their business, to run a parallel line from their point of connexion with the main trunk with which they unite; and judging from the practical character of Massachusetts legislation, as shown by its results, it is not believed that an application to do so, had it been made, would for a moment have been listened to.

In conclusion, your remonstrants would respectfully submit, that however unadvisable the act of the last session may be, authorizing the Louisa company to extend its railroad to Richmond, on its own resources, one would seem to be much more so, which would allow three-fifths of the amount requisite for the purpose of constructing this second railroad, when many parts of the State are without the most ordinary facilities. Your remonstrants cannot be brought to believe that such an application will be received with any favor by the legislature. We cannot persuade ourselves that the General Assembly of Virginia will entertain a proposition to contribute the funds of the Commonwealth, not only to make a railroad alongside another railroad, in which she is largely interested as a stockholder, but to compete with a work to which she has solemnly pledged an especial protection, as a means of inducing its construction. Waiving this last consideration, who will hereafter embark in any joint stock company authorized by the State, if she not only authorizes, but subscribes to lines of railroad alongside each other? If she not only does not protect, but goes to war with her partners? And how long, your remonstrants would most respectfully ask, will the people be satisfied to bear an increasing weight of taxation, to execute improvements hopelessly unproductive, because, as soon as a work promises to make a reasonable return to the State and the private stockholders, another is not only authorized, but built at the expense of the State, having no other merit than that of being a competitor for trade and travel already accommodated?

Respectfully submitted on behalf of the board of directors.

ED. ROBINSON, *Pres't.*

Office of the Richmond, Fredericksburg, and Potomac R. R. Co., Richmond, February 19th, 1849.

No. 37.

RICHMOND, *December 13th*, 1848.

To EDWIN ROBINSON, esq.,
President Richmond, Fredericksburg, and Potomac [Railroad] Company.

SIR: The president and directors of the Louisa Railroad Company having been informed by a recent publication in the newspapers, by the president of the Richmond, Fredericksburg, and Potomac Railroad Company, that it is the purpose of the president and directors of that company to prevent by injunction, if they can, the Louisa company from continuing its road from the Junction to the city of Richmond, according to the provisions of the act passed on the 29th day of March, 1848; and the president and directors of the Louisa Railroad Company desiring the speediest determination and adjustment of the question at issue between the two companies, by judicial determination, I hereby notify you, in obedience to the order of the president and board of directors of that company, that I shall, on Tuesday, the 19th day of this month, commence the construction of the proposed railroad from the Junction to the city of Richmond, at the point of contact with the Richmond, Fredericksburg, and Potomac railroad; and as it will be necessary to cross the Richmond, Fredericksburg, and Potomac railroad, to make the connexion with the present Louisa railroad, I respectfully request that you will meet me at the point indicated, on the day above named, in order that the crossing may be arranged in the manner most satisfactory to you, and so as to avoid any possible injury, obstruction, or mischief, to the Richmond, Fredericksburg, and Potomac railroad; or if you adhere to your purpose to apply for an injunction, that you will do so without delay.

Respectfully,

(Signed) E. FONTAINE,
President of the Louisa Railroad Co.

No. 38.

OFFICE RICHMOND, FRED'G, AND POT'C R. R. CO.,
RICHMOND, *December 18th*, 1848.

To *Edward* FONTAINE, esq.
President Louisa Railroad Company.

SIR: I have received your letter of the 13th inst. By an act of the general assembly of Virginia, passed the 25th of February, 1834, incorporating the stockholders of the Richmond, Fredericksburg, and Potomac Railroad Company, a contract was made between the State and the stockholders in this company, by which it was provided that in the event of the completion of the railroad thereby authorized, from Richmond to Fredericksburg, within the time limited by that act, the general assembly will not, for thirty years from its completion, allow any other road to be constructed for any portion of the distance between Richmond and Washington, the probable effect of which would be to diminish the number of passengers travelling between these cities upon the railroad so authorized,

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or to compel the company, in order to retain such passengers, to reduce the passage money. The stockholders of this company, having performed their part of this contract, do not mean to acquiesce in the violation of it, which we understand to be contemplated by means of your company. We do not mean to assent to the construction, by your company, of a railroad for a portion of the distance between Richmond and Washington, and I must therefore decline your invitation to meet you to-morrow to arrange the crossing you propose.

Such measures as the counsel of this company may deem necessary or proper to be taken, to prevent the obligation of the contract between the State and this company from being impaired, will be taken at such time and in such manner as counsel may advise. In a matter of so much importance, involving no less a question than the violation of the constitution, both of this State and the United States, counsel will not probably take their action in a very hasty manner. Indeed, I am informed that even the preliminary question, whether the proceedings shall be commenced in a court of the State, or a court of the United States, is worthy of serious consideration.

I remain, respectfully, yours,

(Signed) ED. ROBINSON, *Pres't.*

No. 39.

Be it enacted by the general assembly, that whenever, in pursuance of the act passed the twenty-seventh day of March, eighteen hundred and forty-eight, for the extension of the Louisa railroad from the Junction to the dock, in the city of Richmond, there shall have been subscribed, by others than the Commonwealth, the sum of twenty thousand dollars, the board of public works shall subscribe, on behalf of the State, the sum of thirty thousand dollars, and shall continue to subscribe in the same proportion, whenever like subscriptions are made by others than the Commonwealth, until the whole sum, authorized by the act aforesaid, is subscribed: Provided, however, that the board of public works shall not subscribe for any portion of the stock aforesaid, until they are satisfied that the corresponding private subscriptions have been made by persons solvent and fully able to pay the same: Provided, however, that out of the nett profits of said company six per cent. on the amount of stock subscribed and paid by the Commonwealth under this act shall be annually paid to the Commonwealth, before any dividends shall be paid upon other stock in the said company; but if in any year the nett profits of the company shall be so much as six per cent. on its entire capital, the same shall be distributed as though this section had not passed.

The subscription, hereby authorized to be made by the board of public works, shall be paid as provided for in the second section of the act entitled "an act to authorize a subscription on behalf of the State to the stock of the Louisa Railroad Company," passed February the twenty-fifth, eighteen hundred and thirty-seven.

And be it further enacted, that if any passenger travelling from Rich-

mond or Fredericksburg to the city of Richmond, shall, after taking the road of the Richmond, Fredericksburg, and Potomac company for that purpose, and on his arrival at the point of intersection of the road of said company with the Louisa railroad, transfer himself to the cars of the latter company, the Louisa railroad shall in every such case account to the Richmond, Fredericksburg, and Potomac company for as much money as said company shall have lost by such transfer; and if any passenger travelling from Richmond to Fredericksburg or Washington city, shall take the cars of the Louisa Railroad Company, and travel upon them to the Junction, the latter company shall pay to the Richmond, Fredericksburg, and Potomac, such amount of money as the same shall from such cause have failed to receive.

This act shall be in force from its passage.

STATE OF VIRGINIA, *city of Richmond, to wit:*

I, George W. Munford, clerk of the house of delegates, and keeper of the rolls of the Commonwealth of Virginia, do hereby certify, that the foregoing is a true copy of an act reported to the general assembly, at its last session, and rejected on the tenth of March, eighteen hundred and forty-eight. The following was the vote on the question: For its passage 21, against it 84.

Given under my hand this 11th of April, 1849.

GEORGE W. MUNFORD,
C. H. D. & Keeper of the Rolls of Va.

And on the 2d day of May, 1849, the plaintiffs by their counsel filed a petition which, with an order of the honorable John B. Clopton, judge of the fourth judicial district and seventh circuit, and one of the judges of the general court, awarding an injunction thereon endorsed, is in the words and figures following, to wit:

To the honorable the judge of the superior court of chancery for the Richmond circuit.

The petition of the Richmond, Fredericksburg, and Potomac Railroad Company humbly showeth, that your petitioners recently exhibited their bill, which is now pending in your honorable court, against the Louisa Railroad Company, complaining that the said last named company, the defendants, were making preparations to construct a railroad from the junction of their railroad with the railroad of your petitioners to the city of Richmond, which proposed railroad, if constructed, would cross the line of your petitioners' road, and pass near the line thereof, and interfere materially with its business, and violate its chartered rights, all which will fully appear by reference to the said bill and the exhibits therewith, now remaining in your honorable court.

By the said bill an injunction was prayed for, but inasmuch as great interests were involved in the controversy, your petitioners did not ask an injunction to be in the first instance actually awarded, not doubting

that the defendants would put in a speedy answer, and allow the case to come speedily to a hearing, and in the mean time would abstain from going on with the actual construction of the proposed line of road, at least to such an extent as to subject your petitioners to injury or interference, or the owners of land along the proposed line to loss and damage, or themselves to great loss, in case their proceedings should ultimately be enjoined. But your petitioners regret to say that they have been disappointed in this expectation, and that the said defendants are in fact pressing on their work with great activity and at great cost, producing most of the evils aforesaid, and threatening all.

Wherefore your petitioners pray that an injunction may be forthwith awarded, in conformity with the prayer of the said bill.

CITY OF RICHMOND, *to wit:*

This day Edwin Robinson, president of the Richmond, Fredericksburg, and Potomac Railroad Company, personally appeared before me, a justice of the peace in and for the city aforesaid, and made oath that the matters of the within petition, so far as they come within his own knowledge, are true; and so far as they are upon information of others, he verily believes the same to be true.

Given under my hand the 2d day of May, 1849.

C. W. PURCELL, *J. P.*

To the clerk of the superior court of chancery for the Richmond circuit.

An injunction is awarded according to the prayer of the within petition; and the bill therein referred to, which is annexed, to enjoin and restrain the defendants, the Louisa Railroad Company, their president and directors, their officers and agents, the contractors under them, and all others concerned, until the further order of the said court, from taking, occupying, or entering upon any lands which have been condemned or laid out by the plaintiffs, the Richmond, Fredericksburg, and Potomac Railroad Company, for their railroad or works; and also from proceeding to construct their road across the railroad of the plaintiffs, and from all further proceedings towards the construction of a railroad between the junction of the Louisa railroad with the railroad of the plaintiffs, and the dock in the city of Richmond.

But the plaintiffs are not to have the benefit of the injunction hereby awarded until they, or some on their behalf, shall enter into bond, with sufficient security, in the clerk's office of the said superior court of chancery, in the penalty of fifty thousand dollars, payable to the defendants, the Louisa Railroad Company, and conditioned to pay to them all such damages and costs as they may sustain by reason of this injunction, in case the same shall be hereafter dissolved.

JOHN B. CLOPTON.

May 2d, 1849.

And afterwards, to wit, at rules held in the clerk's office of the said court for the month of May, 1849, appeared the defendants by counsel,

and filed their answer to the bill of the plaintiffs, which answer, together with the exhibits therewith filed, is in the words and figures following, to wit:

Answer.

The answer of the Louisa Railroad Company to a bill of complaint, exhibited against them in the superior court of chancery for the Richmond district, by the Richmond, Fredericksburg, and Potomac Railroad Company.

These respondents, saving and reserving to themselves all benefit of exceptions to the said bill, for answer thereto, answer and say, the detailed reference to the history of the intercourse between the two companies, the correspondence and negotiation on various subjects, occupying so large a place in the bill, while it seems to be irrelevant to the true question at issue, cannot be objected to on our part as a faithful inquiry into the history of the conduct of the Richmond, Fredericksburg, and Potomac Railroad Company towards the Louisa company, will shew that the road from the Junction to Richmond ought to be made, as the necessity for an independent road became daily more urgent, not only on account of the importance of relieving the business of the road from the natural and unavoidable embarrassments and impediments, arising from a division of responsibility between two carriers in transporting the multiform trade of a road advancing westward, but also from the exactions and impositions continually manifesting themselves in some new shape, up to the time when the determination was formed to ask for a charter to make the road from the Junction to Richmond.

It is true, that the Louisa company expected when their charter was obtained, and they constructed their road to Louisa court-house, that their freight would be transported from the Junction to Richmond by the Richmond, Fredericksburg, and Potomac Railroad Company, but there is nothing either express or implied in their charter to debar them the right of getting clear of that dependence whenever it was their interest, and they could get authority from the legislature. So likewise it was *it was* most clearly understood and expected that the Louisa company would employ the Richmond, Fredericksburg, and Potomac Railroad Company to do the transportation on the Louisa road, not because there was any legal requirement, but because it was considered their interest for the time.

At the same time it must not be forgotten that the Richmond, Fredericksburg, and Potomac Railroad Company was incorporated without any reference whatever to any patronage to be derived from the Louisa road, as the enterprise was projected after that company was chartered; and there is no more of obligation on the Louisa company to continue to use the road of the Richmond, Fredericksburg, and Potomac Railroad Company, because it was originally contemplated to do so, than there was to continue to employ them to do their transportation.

237.

The first contracts for the Richmond, Fredericksburg, and Potomac Railroad Company to do the transportation of the Louisa company were based on the example of the Petersburg company, which did the transportation then, and still does, of the Greenesville road, by which the transporting company received one-half the gross receipts from mail and freight, and one-third of passengers. This contract was made when Mr. Conway Robinson was president, and was to terminate on the 1st of July, 1843, (see accompanying paper, marked No. 1.) In the mean time, that is, before the expiration of the contract, the attention of the Louisa company was directed to the inquiry whether it was not to their interest to prepare to do their own transportation, and another gentleman had become the president of the Richmond, Fredericksburg, and Potomac Railroad Company—Mr. Moncure Robinson.

The Petersburg company continued, up to that time, with the Greenesville company, the contract which was the basis of ours, and subsequently agreed to receive less; but the Richmond, Fredericksburg, and Potomac Railroad Company demanded more of us. Proof of this.

At their annual meeting in June, 1842, the Louisa company conditionally adopted resolutions to do their own transportation, which were made positive at the November called meeting, and instructions were given accordingly. The board of the Louisa company, however, were made to halt in the execution of the instructions; a panic was produced among them, and the stockholders and the board stopped in their preparations, and made a temporary contract at a higher rate of compensation, (see accompanying paper, marked No. 2,) being an extract from the report of the board at the annual meeting in June, 1843.

How the Richmond, Fredericksburg, and Potomac Railroad Company contrived to introduce this state of alarm in the minds of the board of the Louisa company, it is not material to inquire, but it is not to be wondered at; such was the fact, and when we remember the Louisa company had to incur the entire cost of an outfit, the amount of which might readily be exaggerated; and when it was easy to excite their apprehensions as to the loss of trade from a divided responsibility, and other evils which experience has proven (as all well knew would be) very serious, without an earnest desire to act in harmony, when the evils resulting from transhipment at the Junction were kept in bold relief, and when doubts were suggested that the company could not sustain themselves in the experiment, such views as these have been constantly presented to extort extravagant terms; (see the letter of the president of the Richmond, Fredericksburg, and Potomac company, written when the company, in 1846, determined to do their own transportation, paper marked No. 3.)

At the period now referred to, viz., in 1843, the Louisa company were alarmed, receded from their determination, since so successfully carried out, of doing their own transportation, and agreed to refer the subject of a new contract to the board of public works; which contract is exhibited by the complainants. The habitual professional occupa-

tion of these gentlemen, in which they are justly distinguished, does not peculiarly fit them for deciding a question of that kind, which required detailed practical information in a different profession from theirs. The awards which they gave should not, therefore, be regarded as conclusively settling the equity of such a contract, against the lights of experience. It increased the pay of the Richmond, Fredericksburg, and Potomac company, but was submitted to, however, for four years, up to July, 1847, during which time the Louisa company directed an investigation into the subject, and came to the conclusion, at their meeting in July, 1846, to do their own transportation, unless a specific proposition then made should be adopted, believing that the Richmond, Fredericksburg, and Potomac company were making a large profit by doing it for them, (as will appear by reference to paper marked No. 4.) They were still not free from the influence of various means used to excite their apprehensions, and once more offered terms, on the rejection of which their resolution was to be final. (See paper No. 4, containing extracts from the printed annual report of the Louisa board in 1846, pages 5, 6, 11, and 18 of the printed copy.)

Your respondents being invited to refer to the history of the intercourse between the two companies, charge that the Richmond, Fredericksburg, and Potomac company has pursued a course of cruel exaction from the Louisa company, taking advantage of their state of dependence. It was shown in paper marked No. 4, that the average sum paid by the Louisa company for four years to the Richmond, Fredericksburg, and Potomac company for doing their transportation, was upwards of $5,000 per annum, more than it would cost to do their own transportation; and at the same time it is a fact readily conceded, as stated in the letter of the president of the Richmond, Fredericksburg, and Potomac company, in 1837, an extract of which is contained in paper No. 1, that it would cost the Richmond, Fredericksburg, and Potomac company less to do the transportation on the Louisa road than it would the Louisa company, who must make a special outfit for the purpose. The Louisa company, therefore, concluded that the Richmond, Fredericksburg, and Potomac company were making probably $10,000 per annum nett profits, while the president of that company expressed the opinion that the amount received did not more than cover cost. (See his letter, June 19th, 1847, paper No. 1.)

The Louisa company have had an opportunity to test the truth of these estimates, by noting the cost to them of the first year's experiment in transportation, and the result is, that if they had acceded to the terms demanded, they would have paid upwards of $10,000 more than it cost them, which sum may be put down as the smallest sum extorted from them annually. (See accompanying paper, marked No. 5.)

By a course of this sort, the Louisa company were driven to do their own transportation, the propositions contained in the resolutions of 1846 having been rejected. Then commenced the manifestation of a dispo-

sition to annoy and embarrass the Louisa company, at the expense of the public, the details of which would be tedious to enumerate. The difficulties which the company experienced in adjusting the terms for having their passengers and freight transported from the Junction to Richmond, will be in some degree explained by a reference to a memorial they addressed to the general assembly at the session of 1846–'7, praying for either the right to extend their road to Richmond, or such aid as they thought proper—being the exhibit No. 24 of the complainants.

The paper No. 6, accompanying this, shows the fruitless efforts made by the Louisa company to compromise before appealing to the legislature. It contains, 1st, a specific proposition, which was rejected; 2dly, an invitation from the Louisa company to the president of the Richmond, Fredericksburg, and Potomac, to make one or more propositions, and his refusal to do so; then the refusal of two other specific propositions made by the president of the Louisa company; and finally the rejection of a general proposition to submit to arbitrators. The president of the Richmond, Fredericksburg, and Potomac company refused to write, and therefore his answers are put down in the form of a written memorandum made by the president of the Louisa company at the time, and entered on the books of the Louisa company.

Before the appeal to the legislature, another effort was made through the mediation of a mutual friend, Dr. Joseph M. Sheppard, which was also unsuccessful. The Richmond, Fredericksburg, and Potomac company seemed determined on transhipment at the Junction, which was looked to by the farmers patronizing the Louisa road with great horror, as it would involve detention, losses, and a long catalogue of vexatious difficulties. The memorial of the Louisa company was referred to a committee, who commenced the investigation. The appeal to the general assembly had a good effect; the former impracticability of the president of the Richmond, Fredericksburg, and Potomac company yielded to a great extent, and the basis of a contract was very soon agreed on, although there was difficulty, after the adjournment of the legislature, in reducing the contract [to a] detailed form. This contract was submitted to, in the hope that it would give us peace, though very unequal in its terms; under it the Richmond, Fredericksburg, and Potomac company charge their Taylorsville rates upon all freight from a point on the Louisa road near Louisa court-house—rates covering the expenses of receiving, storing, and delivery in the small way, and fixed by them with reference to the shortness of the distance from Richmond to Taylorsville, while the Louisa freight is delivered to them in large quantities, without any expense of receiving, storage, or loading, being delivered to them at the Junction, ready loaded, in the Louisa cars. The Louisa company have a restricted right to regulate rates above the point just mentioned, subject to a fixed minimum, below which they cannot require the Richmond, Fredericksburg, and Potomac company to transport on their part of the road, and for that they pay $500 per

annum. The practical effect of this contract gives the right, which is now in operation, to charge double as much as the Louisa company charge on all freight, subject to the charge of "single consignments," technically so called; that is, they charge to the Junction on all such (and then on a large number) 25 cents; and the Louisa company only 12½ to Fredericksball and the 4th turnout, greater distances. They receive three cents per ton per mile for plaster, and the Louisa company charge about one and a half. The passengers brought to the Junction, 50 miles or more from points on the Louisa road, pay $1 50 to Richmond, while those brought to the Junction by their own road, similar distances, pay about $1. All this is done under a construction of the contract, of which the Louisa company cannot complain, because of its letter authorizing it. But powers are claimed under it not authorized, one only of which will be cited by way of illustration, viz., the standard of the ton is made to vary, with varying circumstances, to suit their interest; that is, they consider a ton as 2,000 pounds when they charge the Louisa company for hauling freight, and when any settlement is made by which the Louisa company are paid by the ton, then they consider the ton 2,240 lbs.; in the one case paying them as little as possible, and in the other making [them] pay as much as possible. (See paper marked No. 7, accompanying this.)

The Louisa company considers that there are great public considerations for extending their road to Richmond, as an independent improvement, getting nearer to the shipping, cheapening the cost of transportation, accommodating extensive portions of the counties of Hanover, Caroline, and the upper part of King William, in addition to the oppression practised towards them by the Richmond, Fredericksburg, and Potomac company. These public considerations were briefly set forth in a petition signed by the citizens of 6 or 8 counties, and presented to the legislature at the session of 1847–'8. (See accompanying paper, marked No. 8.)

These public considerations were again set forth in a memorial presented to the general assembly at the last session, drawn up by a committee appointed by a public meeting of citizens of King William, Caroline, and Hanover, and not by the president of the Louisa company, as charged. The same referred to as exhibit No. 35 of the complainants.

The complainants charge, that the act authorizing the extension of the Louisa road to Richmond was not accepted by a majority of all the stockholders of the Louisa company; that the proceedings of the meeting shew that only a quorum was present, in person and by proxy, &c. That statement is contradicted by the published proceedings of the meeting, shewing, by the recorded ayes and nays on a question taken immediately after this, not a bare quorum, as charged, but one of the fullest meetings of the company ever held—more than 3,000 votes being given, when the whole number which lawfully could have been given at that time was less than 3,500.

The act did not require a majority of all the stockholders to give their

assent, but only a majority of the stockholders at the next annual meeting; that is, a majority of a lawfully constituted meeting; but if it had required a majority of all the stockholders, as interpolated by the complainants, the paper No. 9 shews that a majority of all did accept it. Such was the unanimity that there was no opposition expressed, and no negative vote given, although perhaps some few of the 2,000 votes, given on the other question, might have been opposed to it.

Your respondents will only add, that at a recent called meeting, when more than ¾ths of all the votes that could be given were present, all measures past and prospective for the completion of the road, authorized by the act, were approved unanimously, (see paper accompanying No. 10;) and this ratification they insist is, in fact and in law, an acceptance of the act.

The act of 23d March, 1848, is perverted from its true meaning in another particular; it does not impose on the company the obligation of an increase of stock to $200,000 as a condition, but makes that a limitation on the privilege of increasing their capital. It authorizes the increase of the stock as a facility for the construction, not as a condition of the construction, and the company is authorized to construct the road whether the capital be increased or not.

It will be seen, by reference to the act of March 23d, 1848, "authorizing the Louisa company to extend their road to the city of Richmond," that there was a condition annexed to this authority, setting forth certain terms thought reasonable by the legislature, and, as appears most manifestly on their face, operating no hardship on the Richmond, Fredericksburg, and Potomac company, which if accepted would have rendered the act null and void. Here the legislature manifested the disposition to leave them in possession of the largest exercise of powers which any railroad company ought to have asked; which terms, though not oppressive to them, would have still left the Louisa company in their power, to a great extent, and have subjected the agricultural and commercial community to the continuation of the heavy tax of portage between their depôt and the shipping. These terms, so reasonable in their operation upon the Richmond, Fredericksburg, and Potomac company, were rejected on the ground, expressly stated, that they were not willing to transport as low as the Louisa company. The Louisa company had, therefore, no alternative left but either to acquiesce and assent to this intimation, most clearly given, of demanding higher rates than their experience proved to be right, or to undertake to make an independent road. (See the actions of their company at the annual meeting, in May, 1848, in exhibit No. 11.)

The board of directors of the Louisa company were much embarrassed in their efforts to obtain subscriptions by the reports most industriously circulated, known to come directly from the Richmond, Fredericksburg, and Potomac company, that the construction of the road proposed by the Louisa company was so clearly unauthorized, the Richmond, Fredericksburg, and Potomac company would arrest them at the earliest moment they would commence operations.

The Louisa company, ever ready to submit to the authority of the judiciary, and anxious to have the question of right tried before any serious expense should be incurred by them or their contractors, were glad to hear that it was the purpose of the Richmond, Fredericksburg, and Potomac company to make the resistance which they contemplated so early, and to apply for an injunction as soon as the first spadeful of earth was thrown up; they therefore determined to cause the work to be commenced early in December, 1848, immediately at the Junction, and gave to the Richmond, Fredericksburg, and Potomac company a written notice, a copy of which is filed by the plaintiffs, and is marked No. 37, that the work would be commenced on the 19th of December, 1848, and it was commenced accordingly. At this time an invitation was publicly advertised, in several newspapers printed in the city of Richmond, to receive proposals on the 27th of December to do the whole work; and, nevertheless, there was no process restraining the board from proceeding with the work, but merely a notice that they would take counsel as to their course, and were considering whether to apply to a State or the Federal court. See paper filed by plaintiffs, No. 38. And meeting with no other opposition, positive contracts were made on the 27th December, 1848, for carrying on the work to Richmond, as authorized by the legislature. After the company had incurred a heavy responsibility, and the contractors had commenced operations, with a large force in several different places along the line, this suit was instituted.

These respondents deny most positively that the act of assembly which authorizes them to construct their railroad from the terminus of their existing railroad, in the county of Hanover, at the point called the Junction, in any manner violates the bill of rights or constitution of Virginia, or the Constitution of the United States, or any right of the plaintiffs, the Richmond, Fredericksburg, and Potomac Railroad Company. And these respondents utterly deny that it is their purpose to invade or violate any right or privileges of the complainants by the manner in which they shall use their road, if they are permitted to construct it, as they hope they will be. The pretension of the complainants, that they have a right to resist and prevent the construction of the road of these respondents, rests upon two grounds, as these respondents understand it, viz: First, that, by the 38th section of their charter, the legislature has given them a guarantee that no railroad, such as your orators propose to construct, shall be constructed within the period of thirty years from the completion of the Richmond, Fredericksburg, and Potomac railroad. And, secondly, that the legislature had not the right to authorize the Louisa Railroad Company to cross the Fredericksburg railroad, because no part of their franchise could be taken from them; and that, if the legislature had the right to make such grant to the Louisa company, it has not done so.

These respondents will examine these positions in their order, viz: 1. As to the alleged guarantee in the 38th section of the charter of the complainants. That section, with the preamble to it, is in the follow-

ing words: "And whereas the railroad, authorized by this act, will form a part of the main northern and southern route between the city of Richmond and the city of Washington, and the privilege of transporting passengers on the same, and receiving the passage money, will, it is believed, be a strong inducement to individuals to subscribe for stock in the company, and the general assembly considers it just and reasonable that those who embark in the enterprise should not be deprived of that which forms the chief inducement to the undertaking.

38. Be it therefore enacted and declared, and the general assembly pledges itself to the said company, that in the event of the completion of the said railroad, from the city of Richmond to the town of Fredericksburg within the time limited by this act, the general assembly will not, for the period of thirty years from the completion of said railroad, to be constructed between the city of Richmond and the city of Washington, or for any portion of the said distance, the probable effect of which would be to diminish the number of passengers travelling between the one city and the other, upon the railroad authorized by this act, or to compel the company, in order to retain such passengers, to reduce the passage money: Provided, however, that nothing herein contained shall be so construed as to prevent the legislature at any time hereafter from authorizing the construction of a railroad between the city of Richmond and the towns of Tappahannock and Urbanna, or to any intermediate points between the said city of Richmond and the said towns: And provided, also, that nothing herein contained shall be construed to prevent the general assembly from chartering any other company or companies to construct a railroad from Fredericksburg to the city of Washington."

Upon this enactment it is obvious to remark, that the design of it was to establish "a northern and southern route" by railroad, and to protect the railroad company in the enjoyment of the profits of that route, and give them the exclusive benefit of all the passengers travelling to and from the city of Richmond and Washington; for it is manifest, as will be hereafter shewn, and the term "between" in the preamble and in the 38th section, really means "to and from." That it does not forbid the construction of any other railroad between Richmond and Washington, but only forbids the construction of a railroad which shall carry passengers passing from Richmond to Washington, and vice versa, is manifest in the terms of the section; for, not terminating with the declaration that no railroad should be constructed for the whole or any portion of "the distance," the section proceeds to define the kind of railroad which was intended, by adding "the probable effect of which would be to diminish the number of passengers travelling between the one city and the other upon the railroad authorized by this act, or to compel the company, in order to retain such passengers, to reduce the passage money." It is clear, then, that the legislature retained the right to authorize the construction of any railroad which did not fall within the definition of the act, as for instance, a road to transport coal, and a road to transport produce of any kind, or any other freight than

passengers; and such a road might be made to run in a parallel line with the road of the complainants for its whole distance. The course of the legislature of the State upon the subject of railroads, and the conduct of the complainants, and the admission of their bill, establish this position, thus: a road to transport coal uniting with the road of the complainants has been established; a road to Alexandria intersecting the line between Richmond and Alexandria has been authorized; and another from Fredericksburg to Alexandria; the constitutionality of which the complainants in their bill do not pretend to deny. Each of these roads was, in some sense, and the latter in the most direct and unequivocal sense, "between Richmond and Washington." How then could they be established, and especially the last, if the legislature had parted with the general power to authorize a railroad between Richmond and Washington, as contended for by the complainants in their bill? The answer is irresistible, they could not have been constructed, if there had been such a surrender of power by the legislature, and were lawfully established, because they were not roads, the probable effect of which would be to diminish the number of passengers travelling upon the road of the complainants. One of them, the last, would have increased the number of such passengers it may be said. Let that be conceded and the question of power is still the same, because, if the legislature had no power to build any railroad, they had no power to build one to increase any more than one to diminish the number of passengers. But they had the power to build one which did not diminish, and therefore they had the power to build one which increased the number of passengers. The question of power in the legislature to authorize the construction of a road, must be considered as settled, therefore; and the true question between the parties is a question to the extent to which your respondents may use their road; that is, whether your respondents may or may not transport upon their road passengers going from Richmond to the west, or some point westward of the road of the complainants, whose destination is not Washington, or to some point of the country between Richmond and the railroad of the complainants, and passengers coming from such intermediate point, or the west, to Richmond. One other illustration of the absurdity and monstrous character of the claim set up by the claimants may nevertheless be given. Suppose it were desirable to make a railroad, whose terminus should be Hanover Court-house, can there be a doubt that the legislature has the power to authorize the construction of a railroad from Richmond to Hanover Court-house? And yet Hanover Court-house is nearly in a direct line between Richmond and Washington. Will any man contend that the whole country, which lies to the east of the road of the complainants and west of a road to Tappahannock, must be compelled to haul its passengers and produce to the road of the complainants, or be deprived of the benefit of railroad transportation? And yet such must be the result if the pretension of the complainants be sustained. Again, every point of intersection with the road of the complainants is a point, and to that in extent a road between Richmond and Washing-

ton, and so the complainants insist; a road, therefore, from any point in Western Virginia to any point of Eastern Virginia must intersect the road of the complainants, and so be a road between Richmond and Washington, and by necessary consequence the road of the complainants must, under their claim, be an impassable barrier between the two great divisions of the State, cutting them off from each other. Can it be believed for a moment, that the legislature had any such design in the grant to the complainants? These respondents deny that any such intention did exist, but if it did, they utterly deny the power of the legislature to make any valid and constitutional grant to effect it. One legislature has no power thus to separate the two halves of the State, and to tie up the hands of any future legislature, for the benefit of any corporation or monopoly. Would the legislature, which made the grant to the plaintiffs, have had the power to declare that no other railroad should be constructed in Virginia, and thus lay the whole people at the feet of one monopoly? The answer must be, no. And why? Because the legislature has no power to do more than to protect one corporation in the enjoyment of its privileges within its limits; and thus again the question is raised, is the right to carry passengers from Richmond to the Ohio, within the limits of the grant to the plaintiffs to carry passengers from Richmond to Washington?

Again: The grant to the plaintiffs could not have been intended to refer to the Louisa company, or to any western road, because no such road was then in contemplation. When the legislature incorporated the Louisa road, then might it not have extended it by the first grant to Richmond; and if it could then, why may it not do so now? Will it be pretended that the legislature had not the power to authorize a road from Richmond to Charlottesville, by Gordonsville and Louisa Court-house, if it did not touch the road of the complainants, although it might run for a part of the distance parallel with that? Surely no one will deny that power; and, of necessity, then, the only question is as to the power of the legislature to authorize the Louisa road to cross the road of the complainants, and that will be presently considered.

If these views be correct, the right to authorize the construction of the road now in progress by the respondents is settled, and of course it is also settled that the complainants have no right, and this court has no lawful right, to prevent it. The only open question, if there be any open, upon the act is, how far, and in what manner, the road of these respondents may be used when completed? May it transport passengers at all? This question does not properly arise now, because the road is not completed; but the shape of the bill of the complainants makes it necessary, or at least proper, that these respondents should now meet that question; and they affirm confidently that the legislature did reserve the power to authorize the construction of a road to transport passengers from Richmond to any point except Washington, and to Richmond from any point except Washington; but if they be

wrong in that, there certainly can be no doubt of the right to transport passengers from Richmond to Charlottesville, Staunton, or any point west of the last named town, or southwest, or north, or northwest of it, because such passengers are not within the definition of the act, not being passengers travelling to or from Richmond and Washington, or between those cities, in the only proper use of that term; and the language of the act is explicit that the prohibited road must be one to diminish the number of passengers travelling between those cities, and not a general prohibition of all passengers; and this is made more apparent, if possible, by the second member of the same paragraph of the section, which declares, "or to compel the company, in order to retain such passengers, to reduce the passage money," shewing, by the use of the term "such," instead of the word "its," or its equivalent, that the design was to adhere closely to the description given in the preceding member. If such had not been the meaning and design of the legislature, and the intent had been to prohibit the construction of any railroad with the right to carry passengers, the word "such" would not have been used, but, as stated above, the word "its," or its equivalent, so as to make the sentence read "its passengers," or some other expression indicating the purpose to prevent the carrying of any passengers. But it is submitted that the language used does not admit, justly, of the interpretation placed upon it by the complainants. "Passengers travelling between the one city and the other" can fairly mean nothing but passengers travelling from one of those cities to the other. Persons residing south of Fredericksburg, and travelling from their homes to Richmond, would properly be described as travelling between Richmond and Fredericksburg, that being the nearest town, and the terminus, moreover, at that time, of the railroad; but they would never be described as travellers between Richmond and Washington, passing over Fredericksburg, Falmouth, and Alexandria, and then stop at Washington, and not describe them as persons travelling between Richmond and Baltimore or Philadelphia, New York or Boston. Nay, if they went to Boston, why not describe them as travelling between Richmond and London, since Boston is in the direct line to London? And how absurd it is to speak of a man who rides from Richmond to Hanover Court-house once a month, and never saw Washington, as a traveller between Richmond and Washington? When a ship, or other vessel of the like kind, is described as plying or trading between two ports, every one understands that she touches at both—as, for instance, between Richmond and New York; but suppose she always touched at Norfolk, and returned thence to Richmond: would it ever be said of her that she was a vessel plying between Richmond and New York, although Norfolk is directly in the route to New York by water? Or suppose the case of a man who travels from Richmond to the Junction, and thence to Louisa Court-house, and back to Richmond; or from Richmond to the first water station, distant eight miles, and returns to Richmond: can it be said properly that he is a traveller between Richmond and Washington? Again: The preamble to the 38th sec-

tion, and the fact that Washington is mentioned as the northern terminus, are conclusive to shew that the passengers intended were the passengers using what the preamble calls "the main northern and southern route," otherwise the terminus of the railroad would have been the terminus of the guaranty. These respondents submit, then, most confidently, that the only restriction, if there be any valid restriction, upon the power of the legislature, was, and is, that they should not authorize the construction of any road which should deprive the complainants of their passengers, travelling from Richmond to Washington, and vice versa; and they here positively disclaim, as they always have done, the purpose or design on their part to transport any such passengers, and distinctly renounce it, if there be any validity in the supposed guaranty, of which they never would have made a question if they had been left peaceably to enjoy their own rights.

The complainants profess to apprehend a reduction of their passage money, by a cheap fare on the Louisa road from Richmond to the Junction; but that is practically impossible, because the passage money from the Junction to Fredericksburg upon the road of the complainants is now within 12½ cents of the price from Richmond to Fredericksburg; and it is not possible that these respondents can ever charge less than 12½ cents for a passenger from Richmond to the Junction.

But these respondents are advised that the supposed guaranty is wholly void, because the legislature had no power to declare that there should not be another railroad between Richmond and Washington. The utmost which it had the power to do was to protect the complainants within the termini of their road, and to say that no road should be made between those termini; but it had no power to say that another legislature might not authorize another road, with one or both of the termini different—that is, a road starting, for instance, at Alexandria, and terminating at Richmond.

These respondents will now proceed to consider the remaining question, as to the power of the legislature to authorize the Louisa company to cross with their railroad the railroad of the complainants. The complainants deny the power of the legislature to authorize such crossing, because it cannot be effected without the condemnation of their franchise, in part, paying proper value for it; and they deny the power of the legislature to authorize such condemnation, and they affirm that, if the power exists, it has not been exercised in this case. As to the power of the legislature to authorize the condemnation of the franchise of the complainants, these respondents submit there is no doubt, and that it is, in truth, an adjudicated question, by the decision of the court of appeals of Virginia, in the case of the "Tuckahoe Canal Company vs. the Tuckahoe Railroad Company," reported in 11th Leigh, page 242. The passage settling this point commences at page 77. The remaining question, whether the power to condemn has been actually granted, will be easily settled against the complainants.

By the 12th section of the charter of the Louisa company, to be found in the sessions acts of 1834, page 172, the power is expressly

granted to that company to enter upon and condemn all lands and tenements, through which they may desire to conduct their road. The act of 1837, chap. 118, prescribing general regulations for railroads, gives similar power to all railroad companies; and the act of March, 1848, which authorizes the construction of the road now the subject of this controversy, extends over the new road all the powers conferred by the original charter and subsequent acts; and the court of appeals have, as before stated in the case cited, decided that the power conferred the right to condemn a franchise. It is submitted, therefore, that this question is also concluded.

The complainants allege that it is proposed to condemn their franchise, without just compensation, by the Louisa company. These respondents utterly deny this allegation; and they are wholly unable to conceive upon what ground it is made, since the act which determines the condemnation provides for payments of damages, meaning thereby, of course, the full value of the franchise condemned, and all loss or injury occasioned by the condemnation of it. There is, therefore, no violation of the constitution in this respect.

As to the claim of the plaintiffs to a constructive guarantee for an indefinite number of miles on each side of their road, these respondents utterly deny it as unwarranted by the charter of the complainants, too indefinite for any legal purpose, and directly repudiated by the soundest legal principles as settled by the supreme courts of the United States and of the State of Virginia, by which it is settled that, as monopolies are against common right, nothing is to be presumed in their favor, and their privileges are not to be extended beyond the terms of their grant; and, as before stated, if their guarantee be not wholly void, it only secures them in a monopoly of the travel from the termini of their road.

As to the complaint made in the bill against the act of the day of , 1848, and the attempt to represent that as an effort by the legislature to coerce the complainants to a reduction of tolls, these respondents submit that it is wholly unjustified; for the features of the the act which are complained of were manifestly a favor to the complainants. The legislature of the State, yielding to the demands and necessities of the people of the country, and not doubting its own power, authorized the construction of the road now the subject of controversy, but forbade the exercise of the privilege, if the complainants should agree to transport the Louisa freight and passengers from the Junction to Richmond, at the same rate at which the Louisa company transported them, and should submit any matter of difference between the two companies to a fair umpirage. Most enormous exactions, to be sure! ruinous and oppressive!!! Such they may appear to be to the complainants, but to those respondents they seem to be purely equitable and fair, when contrasted with the claims set up by the complainants, to monopolize the whole trade and travel north and west of Richmond, and much of that eastward, and deem it an oppressive grievance to be allowed to charge as much for Louisa freight and passengers as the

Louisa company charges. Did it ever occur to the complainants to reflect upon the question, "why shall they have more," and the answer to it? But if the complainants did not choose to serve the public upon as good terms as the Louisa company would, and therefore voluntarily chose to reject the offer, what ground is there for complaint, and where the coercion? How could the mere proposal to them act coercively? If it was against their interest to accept the terms of the act, they would reject them, as they did; and otherwise, they would accept them. And take it either way, if there be any coercion, it must be the interest of the complainants acting upon and subduing their own will; and who should be blamed and abused for that? Did it ever occur to the plaintiffs, that in such a case they were the proper subjects of their own denunciation?

The complainants farther object that the proposed condemnation of their franchise is not for public purposes, but for private purposes of gain, and therefore not warranted by the constitution and bill of rights of this State. To this objection these respondents answer, that it is entirely unfounded, and is a most singular objection to come from the plaintiffs, who hold their franchise by precisely the same tenure which in this objection they repudiate. By what authority, and upon what principle, did they condemn the lands of the original proprietors for their road? Was it not by the same authority of law by which these respondents propose to condemn the franchise of the complainants? And was it not for private gain? Did the complainants intend to serve the public without charge? Or did they not stipulate for a profit of fifteen per cent., when the legal rate of interest is only six? And is not the whole ground of their complaint in this suit, that their pecuniary interest will be injured by the road which these respondents propose to construct? And do they not make it ground of complaint against the State, that it has attempted to coerce them improperly, because it proposed to them, in the act of 1848, to charge for only a portion of their freight and passengers, no more than the Louisa company charges upon the same freight and passengers? Beautiful disinterestedness and regard for the public interest, which prompted this complaint! Was it the same motive which prompted the institution of this suit? This pretence is the most idle. The complainants condemned the lands of the proprietors for their road, because they expected and desired to accommodate the public for a "consideration," to make a profit by it; and the court of appeals, in the case already cited, has decided that the franchise does not stand upon as high ground as the property of the original proprietor, and may therefore be as readily condemned for the purpose of another improvement. And conceding, for the purpose of the argument, that the object of these respondents is merely private gain, why may not the franchise of the complainants be condemned with as much propriety as the lands of the original proprietors were condemned by them? If, on the other hand, the road of the complainants was a public work, why is the road of these respondents less a public work; called for, as it has been, by the public voice to meet the

necessities of the people, created by the extortionate exactions of the complainants? In any view of it, this objection is most remarkable and modest, and liberal as it is remarkable.

The complainants further object that much injury to them, and hazard to the passengers and freight on their road, will be occasioned by the crossing of their road by the road of these respondents. These respondents utterly deny this allegation. Such crossing of one railroad by another, occurs frequently on the northern roads without difficulty or mischief, and no case could be presented less likely to produce mischief than this; for the road of the complainants is perfectly straight for a considerable distance to the right and left of the proposed point of crossing at the Junction; and the conductors, managers, and engineers of each train of cars on the respective roads can see without difficulty when the other is approaching, or at the point of contact of the two roads, and would thus avoid any collision; in addition to which, the crossing will take place at a point at which both trains will habitually stop, and therefore the speed will always be diminished as they approach it.

In fact, these respondents believe there will be less risk of mischief from the crossing by their road, than there is by the ordinary county roads; and, moreover, if the cars or trains of these respondents should occasion any damage to the complainants, these respondents will be bound, as they are able, to make it good. The complainants with some parade, and doubtless with the hope of exciting some prejudice against these respondents, exhibit an account rendered by the Louisa company for the hire of an engine or locomotive during the time when the bridge across the South Anna river was rebuilding after its destruction by fire in the year 1847. These respondents suppose this to be done for the purpose of exciting prejudice against these respondents, because they can conceive no other motive for it, as it does not in any manner bear upon or elucidate any point in this controversy; but whatsoever the motive may have been, the following is a correct history of that matter:

The bridge was burnt in the night of the September; at that time the hour of starting from Richmond with the passenger train was 8 o'clock in the morning, giving opportunity to hear of the conflagration before starting, and the passengers and mail were brought to the river without any means possessed by the Richmond, Fredericksburg, and Potomac company to carry them farther. The president of the Louisa Railroad Company was in the western part of the State; as soon as he heard of the destruction of the bridge he hastened home, and was much gratified to hear the superintendent of the Louisa railroad, Mr. C. R. Mason, had most promptly and without solicitation extended the necessary aid to the other company. The Louisa company having then very limited accommodation in passenger cars, Mr. Mason took the best coach belonging to the company, and with an engine ready for the trip, was waiting on the north bank of the river, when their train arrived at the chasm, and took them on to the Potomac in good time. This voluntary offer of aid was nothing more than was right and pro-

per; but the promptitude with which it was rendered, and without solicitation, by Mr Mason, deserved at least a brief word of thanks, especially as he had recently been the subject of disrespectful treatment at the hands of some of the officers of the other company, and a recent act of oppression, in continuation of old practices, had been perpetrated on the Louisa company. Yet, strange as it may seem, the timely relief afforded at such a crisis, and under such circumstances, besides the use of the best coach to the Louisa company to the Potomac and back without charge, has not to this day extorted any acknowledgment in any form, either verbal or written, from the Richmond, Fredericksburg, and Potomac company. This engine being one of the best belonging to the company, continued in their use until the bridge was rebuilt, with the understanding that a fair price was to be paid for it; the remaining engines of the Louisa company being frequently all required for use at the same time, being compelled to stop for repair for a few days, and old and very inferior engine belonging to the Richmond, Fredericksburg, and Potomac company, remaining at the Junction, altogether insufficient to carry their heavy trains, was used, its service being balanced against the use of the powerful one of the Louisa company for that time. The president of the Louisa company was not practically acquainted with the details which would regulate the charge for the use of the engine; he sought for information from Messrs. Norris & Brothers, Philadelphia, builders of the machine in question, and Mr. Bird, president of the Petersburg company knowing of no source from which more reliable information could be obtained. The president of the Richmond, Fredericksburg, and Potomac company had offered $10 per day. Messrs. [Norris] & Brothers, who built the engine, advised that a rate of charge per mile, making $17 40 per diem, would "save you (us) harmless," provided "the engine is in charge of your own man." Mr. Bird, the president of the Petersburg company, a man of large experience, says expressly that $20 per diem would not, in his opinion, compensate for wear and tear, not being in the care of our own man, but used "like a hired horse" likely to suffer injury that might not be discovered for some time after being returned. (See their letters, marked 12.) Guided by this advice, the president of the Louisa company proposed $20 as a compensation for carrying their heavy trains (at high speed, to make up loss of time by delay at the river) to the creek and back, running four times over the road between the Junction and the river. There being several other subjects of unsettled account between the two companies, the hire of the engine, together with all others, was offered to be referred, and refused. See extract from the minutes of proceedings of the board of directors of the Louisa company, marked 13, and herewith exhibited.

As to the injunction sought by the complainants in their bill, these respondents utterly deny, that the complainants have made any case for one; and deny, respectfully, the power of this or any other court to award one, because the 18th section of the act incorporating the stockholders of the Louisa company, and the 13th section of the general

railroad law, passed on the 11th day of March, in the year 1837, expressly prohibit the award of such injunction. And the court of appeals in the case of the "Tuckahoe Canal Company vs. The Tuckahoe Railroad Company" already referred to, (11 Leigh,) expressly decided, contrary to the opinion expressed by the complainants, that the said provision of the railroad law (which is identical in its terms with the 18th section of the charter of the Louisa company) applies as well to an application for an injunction by one corporation against another, as to an application by a proprietor of land, through whose land the proposed road will pass. This also may be considered, therefore, as a settled question against the complainants.

And having now fully answered, these respondents pray to be hence dismissed with their costs; and in testimony of this their answer, they have caused the same to be subscribed by their president, Edmond Fontaine, under their corporate seal, which is annexed hereto.

[SEAL.] E. FONTAINE,
President Louisa Railroad Company.

PATTON, STANARD, & BOULDIN, LYONS,
For Defendants.

Exhibit No. 1, *with answer.*

Extract of a letter from Con. Robinson, president Richmond, Fredericksburg, and Potomac company, dated 5th July, 1837, *to Fred. Harris, president Louisa company, in relation to the first contract between the two companies for one year.*

That the gross receipts be divided in like manner as has been agreed on between the Petersburg Railroad Company and the Raleigh and Gaston Railroad Company, that is to say, the two companies shall each have one-half of the gross receipts from the transportation of property and the mails, and the Louisa Railroad Company shall have two-thirds, and the Richmond, Fredericksburg, and Potomac company one-third, of the gross receipts from the transportation of passengers.

Extract of a letter from Con. Robinson, president, dated 5th June, 1838, *to Fred. Harris, president, renewing the above contract for four years.*

And the president read to the board his letter to Mr. Harris of the 6th June, a reply to Mr. Harris of the 7th June, and a further letter from himself to Mr. Harris, dated 11th June. On consideration whereof,

Resolved, That the president be empowered to contract with the Louisa Railroad Company to do the transportation on their road after the expiration of the year for which the existing contract has been made; that the terms continue the same that are set forth in the letter of the 5th July, 1837, from the president of this company to the president of the Louisa Railroad Company; that the contract continue for the same period for which a contract may be entered into during the

present year with the Postmaster General of the United States, for the transportation of the mail on the Louisa railroad.

No. 2.

Extract from the report of 1843, *pages* 5 *and* 6, *printed copy.*

The stockholders at the last annual meeting having adopted a resolution instructing the president and directors to make arrangements for doing our own transportation, unless they can by the first day of November next, 1842, make a contract with the Richmond, Fredericksburg, and Potomac Railroad Company, or any other company for doing the same, more advantageously to the interest of this company than our execution of the transportation would be, and the president and directors having been unable to make such contract as they thought would be acceptable to the stockholders, they thought it advisable and accordingly called a special meeting on the 28th day of November last, when the subject was referred to the stockholders in a report then laid before them, a copy of which accompanies this report. The extra meeting then adopted a resolution, directing measures to be set on foot without delay, to prepare for doing the transportation ourselves.

Immediately after the adjournment of that meeting, the president and directors set about complying with the resolutions and making the necessary examinations to devise a system of arrangements, which would enable us to carry into execution, in a satisfactory manner, the expressed wishes of the stockholders; they soon found the subject attended with so much greater difficulties than were anticipated, and so much time was consumed in fruitless efforts to overcome them, that it was found impracticable to make the necessary arrangements by the termination of the existing contract on the 1st day of July next, without a risk of much loss by being too much hurried. For these reasons, and because the president and directors believe that the views of many stockholders had undergone a change, and that in a fuller meeting of the stockholders more mature deliberation would satisfy them that the hurried resolution of a very thin called meeting was at least premature, and from a hope that they thought well grounded, that it would still be practicable, with more time, to make some arrangement with the Richmond, Fredericksburg, and Potomac Railroad Company for doing the transportation, they took the responsibility of deferring final action, and of laying the subject again before the stockholders at their regular annual meeting. To prevent the inconvenience of the expiration of the existing contract without arrangements being made for doing the transportation ourselves, the board made an arrangement, the best in their power, with the Richmond, Fredericksburg, and Potomac Railroad Company to continue to do the transportation until the end of the present year, a copy of which is now laid before the stockholders. Various bases of arrangements have been proposed, and the subject has been somewhat discussed with the Richmond, Fredericksburg, and Potomac Railroad Company,

The average sum paid annually since 1843, under our present contract, is $22,901 40, and the amount for the present year is $24,233 10 —see statement marked G, page 18, of printed report—and is as follows, viz:

Average sum paid for transportation for the three last years, viz., 1844, 1845, and 1846.

1844.	Proportion of receipts - - - -	$21,408 76
	Special allowance by contract, from June, 1843, to January, 1844 - - - -	500 00
	Award of board of public works - -	625 00
		$22,533 70
1845.	Half of gross receipts - - - -	$20,437 41
	Additional allowance, by award [of] the board of public works - - - -	1,500 00
		$21,937 41
1846.	Half of the gross receipts - - -	$22,733 10
	Additional allowance, by award of the board of public works - - - -	1,500 00
		$24,233 10
Amount brought down for 1844 - - -		$22,533 70
" " " 1845 - - -		21,937 41
" " " 1846 - - -		24,233 10
		$68,704 21
Sum paid Richmond, Fredericksburg, and Potomac Co. for transportation for three years; which, divided by three, makes per year - - - -		$22,901 40

The following preamble and resolutions, offered by William Overton, and amended by Tho. R. Price, were adopted with great unanimity:

Whereas, from the report of the board of directors made this day, in obedience to instructions from the stockholders, passed at the last annual meeting, it appears to be their unanimous opinion that the average sum paid under the present contract annually to the Richmond, Fredericksburg, and Potomac company for doing our transportation is $5,400 more than it would cost us, in their opinion, to do our own transportation, and that the sum paid last year is $6,733 more than their estimate for the company to do its own transportation; therefore,

Resolved, That the president and directors of the Louisa Railroad

Company be directed to make a proposition to the president and directors of the Richmond, Fredericksburg, and Potomac Railroad Company to renew the contract for doing the transportation of the Louisa Railroad Company upon the following terms, that is to say: the Richmond, Fredericksburg, and Potomac Railroad Company to have one-half of the gross receipts of the freight on the road, half the sum for transporting the mail, and one-third of the passengers' fare.

Resolved, In case of the refusal of the Richmond, Fredericksburg, and Potomac Railroad Company to accept the above proposition, that the board of directors of the Louisa Railroad Company proceed to make the necessary arrangements to do their own transportation.

No. 5.

In the report of 1846, the board states "that the most careful examination of the best information we could have access to, satisfies us that the cost of this company doing its own transportation, supposing our business not to be increased, will not exceed $17,500 per annum."

With these remarks, the following account is presented, together with a statement of the sum which would have been paid for doing our transportation had the contract been renewed, showing that although the business of the road has increased very largely, the cost of doing our transportation is very little over the estimate, including 14 per cent. for interest and depreciation; and that the company, by the policy pursued, has saved the sum of $10,893 43; amount that would have been paid if the Richmond, Fredericksburg, and Potomac company had been employed.

Whole gross receipts for the year - - -	$56,973 64
Deduct for use of cars and bags of Louisa company -	1,881 31
	$55,092 33
Half the receipts for transportation - - -	$27,546 16
Add $1,500 extra pay - - - -	1,500 00
	$29,046 16

Under former contract, if it had been renewed, the Richmond, Fredericksburg, and Potomac company would have received for the last year $29,046 16.

Detailed account of the costs of transportation from July 1st, 1847, to July 1st, 1848:

Depôt expenses, as stated in treasurer's account, up to 1st July, 1848, including agents' salaries, and hire and support of hands, &c. - - - - -	$3,128 41
Train expenses, consisting of repairs of engines and cars,	

wages of shop hands, engine drivers, train hands, and pay of conductor, and cost of wood and oil - -	$4,468 71
Last quarter's pay of depôt agents and conductors, not embraced in charges up to 1st July - - -	767 50
Increased salary of all the former officers - -	1,275 00
Wood and oil used, but not paid for - - -	522 13
Hire and support of three train hands for the year, and two months' pay due for a monthly hand - -	294 00
Wages shop hands and engine drivers for June -	223 00
Board and clothing of two apprentices half year -	80 00
Carried forward -	$10,758 75
Brought forward -	$10,758 75
Expenses of common laborers at the shop - -	216 00
Additional advertising and printing - - -	150 00
Contingencies, viz., loss from burning car - -	149 16
	$11,273 89

This sum embraces all moneys actually paid during the year for doing our transportation, and such as are usually presented in reports of railroad companies for that branch of expenses; and if that sum alone was stated as the cost, the difference between that amount and the sum above stated, viz., $29,046 16, which would have been paid to the Richmond, Fredericksburg, and Potomac company, would be a saving to the Louisa company equal to - - $17,772 27

But the board, determined to satisfy those most doubtful of the expediency of this measure, have charged on this experiment of doing our transportation 6 per cent. interest on $49,132 06, the amount expended in an outfit, and 8 per cent. for depreciation, which they feel assured is too much, making a deduction of 14 per cent. on $49,132 06, or $6,878 84 - - 6,878 84

Leaving a nett saving - - - $10,893 43

Thus, after making every charge which could with the least possible propriety be made, there is still left the sum of $10,893 43, saved by doing our own transportation.

No. 6.

BEAVER DAM, *Nov. 18th*, 1846.

DEAR SIR: I enclose, for the consideration of your board, a proposition for the transaction of business on the Louisa railroad and the Richmond, Fredericksburg, and Potomac road from the Junction to Richmond, after the 1st of July next, when the present contract between the two companies expires.

I entertain the belief that the two companies will, without much difficulty, be able to adopt a system mutually fair and advantageous to both, and I trust the proposition I now make may be so regarded; if, however, there shall arise any difference of views in relation to the subject matter embraced in the proposition, I am willing to submit every question growing out of our new relation to a board of referees, or hold a conference of the two boards. Please let me hear from you after the proposition has been acted on.

Respectfully,

E. FONTAINE,
Pres't of Louisa R. R. Co.

To M. ROBINSON, esq., *Pres't, &c.*

The following is so much of the reply as relates to the above:

RICH'D, FRED., AND POT. R. R. OFFICE,
RICHMOND, *November 21st*, 1846.

EDMUND FONTAINE, esq.,
President Louisa R. R. Co.

DEAR SIR: I received, on my return here from Philadelphia, yours of the 4th inst., and the enclosed resolutions, in regard to the purchase of machinery by the Louisa company, and have to-day that of the 18th, enclosing a proposition for the transaction of business on the Louisa road and the Richmond, Fredericksburg, and Potomac railroad, from the Junction to Richmond, after the 1st of July next, when the present contract between the two companies expires.

With regard to your plan for the transportation, there are material objections to it in several respects, but it is obvious that the details of such a plan could only be arranged on a conference between the presidents or a committee of the two companies.

I would respectfully suggest, that instead of a correspondence between us on the subject, which would probably lead to no result, there should be either a conference between ourselves or a committee of each company on the subject, in the course of the coming week; we shall then be enabled to see whether an arrangement can be made between the companies, so as to avoid transhipment at the Junction, or whether it will be best to make our arrangements with reference to the latter plan.

Very respectfully, your obd't serv't,

M. ROBINSON, *President.*

P. S. I propose the coming week for the conference, as the week after I am obliged to go north; a committee of this company can be had at any time at a few hours notice.

M. ROBINSON.

In accordance with the request contained in the foregoing, the president went to Richmond, and addressed the following letter to the president of the Richmond, Fredericksburg, and Potomac company:

RICHMOND, *November 25th*, 1849.

DEAR SIR: As the proposition I have submitted to the Richmond, Fredericksburg, and Potomac company, for the transportation of business between that company and the Louisa company, after the expiration of the present contract, is deemed by you liable to material objections, it seems to me the settlement of the matter will be greatly promoted, if you will present some one or more propositions that would be acceptable. I therefore request that you will do so, and will thank you to send what you have to offer, to Mrs. Tompkin's boarding house, some time during the day to-morrow.

Respectfully,

E. FONTAINE, *Pres't.*

To M. ROBINSON, esq.

The President of the Richmond, Fredericksburg, and Potomac company made no written reply, but attended the session of the board of directors of the Louisa [company,] and in reply to an inquiry from the president of the Louisa company, what proposition he would make on behalf of the Richmond, Fredericksburg, and Potomac company, stated that they had no proposition to make; that they would, at the termination of the contract, comply with the requisitions of their charter, and transport all passengers and merchandise that might be brought to the Junction by the Louisa Railroad Company, admitting that the Richmond, Fredericksburg, and Potomac company were bound by an agreement entered on the books of their company, before any subscription to the stock of the Louisa company, to incur the expense of transhipment at the Junction.

During the conversation between the presidents of the two companies, the president of the Richmond, Fredericksburg, and Potomac company stated, that if the Louisa company preferred to have no transhipment, their cars might be taken to Richmond without unloading by the locomotive of the Richmond, Fredericksburg, and Potomac company, being allowed by the latter company one-half cent per ton per mile for the use of their cars.

On the following morning, when a conference was held at the office of the Richmond, Fredericksburg, and Potomac company, the following proposition was made by the board of the Louisa company:

The Louisa Railroad Company will give the Richmond, Fredericksburg, and Potomac company half a cent per ton per mile to furnish [a] sufficient number of well constructed cars to do all the transportation of produce and merchandise between the Junction and Gordonsville promptly. The Louisa company being responsible for losses on their road, and not receive any cars on their road which the agent of the Louisa company considers out of order.

The above compensation of half a cent per ton per mile being the allowance offered by the president of the Richmond, Fredericksburg,

and Potomac company to the Louisa company, if that company furnished all the cars.

This arrangement, avoiding the expense of transhipment at the Junction, which the Richmond, Fredericksburg, and Potomac company have admitted should devolve on them, if there be any, the plan of transhipment being one advocated by said company, the expense of keeping accounts and collecting in Richmond for the Louisa company being considered by said company equal to the expense of transhipment at the Junction, the Richmond, Fredericksburg, and Potomac company to collect and keep accounts for the Louisa company without charge.

This proposition was rejected.

The president of the Richmond, Fredericksburg, and Potomac company having remarked during the conference that he would sooner give the Louisa company one cent per ton per mile for the use of their cars than permit their cars to go on the Louisa road, the following proposition, being the third, was made, viz:

The Louisa Railroad Company will furnish the necessary burthen cars for doing the transportation on the Louisa railroad from Gordonsville to the Junction; and they will allow their cars to come on to Richmond, drawn by the locomotives of the Richmond, Fredericksburg, and Potomac company, the said company paying to the Louisa Railroad Company one cent per ton per mile from the Junction to Richmond, and from Richmond back to the Junction, for the use of their cars; the table of rates to remain as at present, until changed by the consent of [both] parties, and the division of receipts to be made as under the present contract. The two companies to collect and keep accounts for each other without charge, and settle monthly.

This proposition was also rejected.

The following proposition was then made, viz:

To submit every question growing out of the new relation of the two companies, after the 1st of July, 1847, to a board of referees.

This was also rejected.

Resolved, That the president of the Louisa Railroad Company be instructed to present to the legislature of Virginia, now in session, a memorial setting forth the difficulties of the board of directors of the Louisa Railroad Company, in making any fair and just terms with the Richmond, Fredericksburg, and Potomac Railroad Company, for the continuation of the business of the two companies, after the 1st of July next, when the existing contract between them will terminate, praying that honorable body to grant to the Louisa Railroad Company the privilege of extending their road from the Junction, its present termination, to the city of Richmond, or such other relief as in their wisdom may seem just and proper; and until they can devise some more effectual relief, that they grant us the privilege of running stages from the Junction to Richmond, after the 1st of July next.

The foregoing resolution, offered by David Anderson, jr., was approved by the board unanimously.

No. 7.

OFFICE OF LOUISA RAILROAD CO.

I, Charles Thompson, treasurer, certify that in the accounts rendered by the Richmond, Fredericksburg, and Potomac Railroad Company, where the Louisa Railroad Company is charged for transporting (from Richmond to the Junction) railroad iron for the extension, the ton is estimated at 2000 lbs., but when the company is credited for the use of their cars, the ton is estimated at 2240 lbs. I have more than once remonstrated with the treasurer and president of that company against the injustice, without having effected any change, or obtaining any satisfactory explanation.

I certify, that the Richmond, Fredericksburg, and Potomac company charges nearly double as much per mile for transporting plaster as the Louisa company does—the former receiving three cents per ton per mile, and the latter a fraction over 1½ cents.

I also certify, that the Richmond, Fredericksburg, and Potomac Railroad Company charges 25 cents for all articles which are classed under the head of single packages or consignments, for transporting to the Junction, 24 miles, and that the Louisa company charges only 12½ cents for transporting similar articles a similar distance; that the rate of charge for passengers between [the] Junction and Richmond is $1 50 for those who have travelled fifty miles west on the Louisa road, and about one dollar for those who have travelled a similar distance north on the Richmond, Fredericksburg, and Potomac road.

CHARLES THOMPSON, *Treasurer.*

The president of the Richmond, Fredericksburg, and Potomac company excused his company for charging the Louisa company by the short ton, and crediting him by the long ton, saying, "at the time of making this contract the standard weight of a ton on both roads was 2240 lbs., and had never been computed at less;" but in this he was mistaken, as is shown by the following certificate, and if not mistaken, there could be no excuse for having two standards.

Copy.

We, the undersigned, employed as depôt agents by the Richmond, Fredericksburg, and Potomac Railroad Company, when they were carriers on the Louisa road, and although not expressly told, in so many words, that a ton was 2000 lbs., yet we had a right to suppose it was so considered by Mr. Sharp, the agent of the company, as the table of rates of March 22d, 1841, signed C. W. Macmurdo, Treasurer, directs shingles, staves, &c., &c., &c., to be charged "by the car load not exceeding 3 tons;" and as the orders from Mr. Sharp were not to put more than 6000 lbs. of any kind of freight upon a car, we, therefore, supposed that 6000 lbs. and 3 tons were the same thing.

(Signed,) WM. A. MOODY,
A. W. TALLEY,

R. F. OMOHUNDRO,
N. W. HARRIS,*
F. L. SWIFT,

Depôt agents employed by the R. F. & Pot. Co. on the Louisa road.

From the table of rates it appears but few articles were charged by the ton, and the books kept by us will show no freight charged at 2240 lbs. to the ton. Possibly lump plaster might have been paid for in that way, but its weight was not on the bills, and ground plaster was charged at 2000 lbs. to the ton.

(Signed,) R. F. OMOHUNDRO,
A. W. TALLEY,
N. W. HARRIS,
F. L. SWIFT.

My brother, Francis Baker, deceased, was the contractor who furnished all the lime stone sent from this place to the Louisa furnaces while the Richmond, Fredericksburg, and Potomac company were doing the transportation for the Louisa company. He sold it by the ton of 2000 lbs., and of course the freight was paid on it by the same standard.

(Signed,) MARTIN BAKER.

GORDONSVILLE, *December* 21*st*, 1848.

(*Copy.*)

RICHMOND, *December* 21, 1848.

We certify, that during the time the Richmond, Fredericksburg, and Potomac company were carriers for the Louisa company, the iron from the furnaces in Louisa was estimated at 2000 lbs. per ton, and the freight thereon paid (as our books show) according to that statement.

(Signed,) WM. ANDERSON & CO.

No. 8.

To the general assembly. Petition of citizens of county.

Your petitioners pray that an act may be passed authorizing the Louisa railroad to be extended to or near the dock in the city of Richmond, for the following reasons, among others, viz:

1st. Because the increasing business creates confusion, delays, and other inconveniences in the present depôt in the city.

2dly. The ascertainment of responsibility for losses and injury to property transported on the road, produces vexatious questions between the mercantile and farming community and the railroad companies.

3d. The two companies do not concur as to the rates of charge for passengers, produce, and merchandise, and consequently there is not a fair opportunity of testing the policy which the Louisa company is disposed to pursue.

---

*N. W. Harris was informed by his predecessor that 6000 lbs. was the car load.

4th. The depôt is now too far from the shipping for the Louisa business. The up freight consists, to a great extent, of salt, iron, plaster, lime, bacon, and other merchandise brought from abroad for the country merchants and farmers, which is now subject to heavy tax for storeage and drayage between the depôt on the hill and the dock. The same applies to all articles of down freight designed for export.

This burthen is seriously injurious to the trade of Richmond, as well as to the interest of the farmers and the railroad company. If the railroad were extended to the dock, a very heavy expense would be saved both in the import and export trade. Every article exported would be worth just as much more as the present charge for storage and drayage; and the heavy articles above named, viz., salt, iron, bacon, lime, plaster, &c., would be cheapened to the consumer by the same amount.

Your petitioners, therefore, pray that the company may be allowed to extend their road to the city of Richmond.

No. 9.

Extract from the minutes of the proceedings of the stockholders of the Louisa Railroad Company at their annual meeting on the 17th July, 1848.

The following resolution, offered by General Wm. F. Gordon, was adopted with great unanimity:

Whereas, the Richmond, Fredericksburg, and Potomac Railroad Company, at their annual [meeting] on the 29th day of May, 1848, declined to "stipulate and agree" to certain conditions prescribed in the act entitled "an act for the extension of the Louisa railroad to the dock in the city of Richmond," passed March 27, 1848.

Resolved, That this company accept the provisions of said recited act, and that the engineer of this company be requested to make a survey and estimate of the cost of constructing the road from [the] Junction to Richmond, and if no unexpected difficulties are discovered, that the board take the necessary steps to have the funds raised by subscription of stock with a view to the construction of the road as soon as practicable.

I acted as secretary to the meeting above mentioned, and I certify, that more than four-fifths of all the votes were present which could have been given, as is shown by the vote given on another question, put to the meeting immediately succeeding the adoption of the above resolution, which vote was more than 2000 in number, as appears by the records of the proceedings; the unanimity spoken of was such that there was no opposition expressed in debate, nor indeed was there any negative vote heard when the question was taken, although one or two persons present were supposed to be in opposition. See page 22 of the printed report.

———, *Acting secretary.*

No. 10.

General William F. Gordon offered the following resolution, which, after being discussed, was adopted unanimously:

Resolved, That the stockholders of the Louisa Railroad Company approve the conduct of the president and directors of the said company for the promptitude with which they have carried into effect the wishes of the company, expressed at their last annual meeting, by putting the work of the road from the Junction to Richmond under contract in December last, and the judicious and advantageous terms on which it has been effected.

On motion of Gen. William F. Gordon the following resolution was adopted unanimously:

Resolved, That the president of this company, under the advice and direction of the board of directors, be authorized to borrow the sum necessary to complete the railroad from the Junction to the city of Richmond, not exceeding eighty thousand dollars, as soon as in their judgment it is expedient to do so, and to cause the proper evidences of debt to be executed for the same.

On motion of Edmond Fontaine the following resolution was adopted with great unanimity:

Resolved, That this company accept the provisions of the act entitled "an act to incorporate the Blue Ridge Railroad Company, and for other purposes," passed March 5th, 1849.

JOSEPH K. PENDLETON, *Chairman*.

CHARLES THOMPSON, *Secretary*.

No. 11.

Extract from the 15*th annual report of the R. F. & P. Co., exhibit No.* 11.

The board of directors submit herewith an act of the last legislature, authorizing an extension of the Louisa railroad to the dock in the City of Richmond. They submit, also, a copy of an agreement entered into between this company and the Louisa Railroad Company, under which passengers, produce, and merchandise, coming from, or going to, the Louisa railroad, are now conveyed by this company between Richmond and the Junction.

It will be observed that the seventh section of the act referred to is as follows:

"Be it further enacted, That in case the Richmond, Fredericksburg, 'and Potomac Railroad Company shall, at the next annual meeting 'of the stockholders, stipulate and agree, from and after the expiration 'of the present contract with the Louisa Railroad Company, to 'transport all passengers and freight brought to their railroad by the 'Louisa Railroad Company from the Junction to the city of Rich-'mond, at the same rate per mile as may, at the same time, be charged 'by the Louisa Railroad Company on the same passengers and freight, 'and shall also agree to carry all passengers and freight, entered at the 'city of Richmond, for any point on the Louisa railroad, at the same 'rate per mile as is charged at the time for the same by the Louisa 'Railroad Company, and shall also agree to submit to the umpirage of

'some third person or persons, to be chosen by the said companies, the 'compensation to the Richmond, Fredericksburg, and Potomac Railroad 'Company, for collecting at the depôts in Richmond the dues of the 'Louisa Railroad Company, and any other matters of controversy 'which may arise between the said companies, owing to the connexion 'between them, then this act to be void, or else to remain in full 'force."

The board of directors think that the terms of the agreement between this company and the Louisa company are as favorable to the last named company as, in view of the present business on the Louisa railroad, and the charge made by them for the use of their cars on the Richmond and Fredericksburg railroad, between Richmond and the Junction, can reasonably be asked of them. If the trade on the Louisa railroad should materially increase, and the Louisa company should be satisfied with a less charge than that at present claimed (three-fourths of a cent per ton per mile) for the use of their cars on the road of this company, both companies could probably afford to reduce their rates for the transportation of trade and travel on their respective roads; and it would be the disposition of this company, as the board think they have evinced hitherto, to enter into any arrangements, calculated to increase the business of the two roads, in the most liberal spirit. The board do not think the provisions of the act herewith submitted consistent with the 38th section of the act incorporating this company, but if they were, they could not recommend to the stockholders to come under the provisions of an act which would compel them to reduce their charges on passengers and produce coming from or going to the Louisa railroad to any rate, however low, which the Louisa Railroad Company might deem a proper standard.

No. 12.

PHILADELPHIA, *September* 23, 1847.

E. FONTAINE ESQ., *President, &c.*

DEAR SIR: We have your favor of the 21st; accidents by collision, on bad tracks excepted, when the engine is in charge of your own man, whose wages the other company should pay, we think 15 cents per mile, for each mile run, would be a fair charge to make to a neighboring road for the use of your machines, wood, water, and oil furnished by the other company, to whom you loan your engine.

We know of no usage in such cases, and merely give this as our views of what would save you harmless forever, and interest on your outlay, not calculating that you wished to make any profit by the operation, but only to accommodate a neighbor without loss to your company.

Yours, truly,

NORRIS & BROTHERS.

I certify that the above is true copy of a letter on file in the Louisa Railroad office.

CHARLES THOMPSON, *Secretary.*

PETERSBURG, *October* 1, 1848.

DEAR SIR: Yours of the 28th ultimo reached me in due course of mail, but I have been in Richmond, and out on the road, and have not had time to answer it until the present.

I am really at a loss to give you an opinion as to what you ought to charge the Richmond, Fredericksburg, and Potomac Railroad Company for the use of your engine. If the case were mine, or if I was in your place, I would, in the first place, not let them have such an engine as yours, unless she was run by my own man and under my directions; I do not mean by this any disparagement to our friend Mr. Sharp, who I esteem highly, and who knows more about engines than I do, but I know his men are like all other men, and will not take the care of such property as ought to be taken. A hired engine is like a hired horse, or any thing hired, more apt to be abused than by the owner or under his eyes.

I certainly would not hire an engine out for $10 or even $20 per day; neither sum would pay for the use of her, without counting the risk of injury to her which may be done by a careless engineer, and not found out until after she was returned to you.

The Richmond, Fredericksburg, and Potomac Company used to charge you a certain per centage of the passengers and mail when they did the transportation on your road; would not this be a fair way to ascertain what you ought to charge them for the use of your engine, deducting something for wages of men, use of their own cars, and wood and water? They could not object to this, as they thought it a fair charge to make you for the use of their engines. I really can't think of any better way to get at it.

I remain, yours, truly,

H. D. BIRD.

I certify that the above is a true copy of a letter on file in the Louisa Railroad office.

CHARLES THOMPSON, *Secretary.*

No. 13.

At a meeting of the board of directors of the Louisa Railroad Company in the city of Richmond, on the 23d day of October, 1847. Present, Edmund Fontaine, president; David Anderson, Charles Thompson, C. G. Coleman, and Charles S. Jones, directors.

The president stated to the board that there were certain unsettled accounts in dispute between the two companies which he had proposed to submit to arbitration for adjustment. Whereupon the board instructed the president to propose the reference again of the whole of the subjects in dispute, but not a part; which was done in the following letter of Col. Fontaine:

RICHMOND, *Oct. 23d*, 1847.

EDWIN ROBINSON, ESQ.

DEAR SIR: I am instructed by the board of directors of the Louisa

Railroad Company to say, that they are anxious to settle all matters of account in dispute between the two companies, and all questions of the construction of our present contract, about which we differ, by a reference to a board of referees constituted in the usual way, but that they are not willing to have a part only of those questions of difference arbitrated. If it is not acceptable to you to settle all these questions by arbitration, I am instructed to say, that the question of the per diem pay for the use of our engine is no longer to be considered open, as I have not considered it since the date of my letter, 4th October, which fixed it twenty dollars per day.

Please let me know your decision before I leave here, which will be on next Monday morning in the cars.

Respectfully,

ED. FONTAINE,

Prest. Louisa R. R. Co.

To this letter the answer of E. Robinson (on file) was received declining the proposition.

POWHATAN HOUSE, RICHMOND, *Oct. 23d*, 1847.

EDWIN ROBINSON, ESQ.,

Prest. R. F. & P. R. R. Co.

DEAR SIR: Your letter in reply to mine, communicating instructions from the board of directors on the subject of arbitrating questions of difference between us, is before me.

I am surprised that you should have understood me to make a positive agreement to settle by arbitration the single question of the compensation for the use of the engine. When you proposed it, I think I was, as I intended to be, sufficiently explicit in reply, that it would give me pleasure to have a reference which could settle all the questions about which the two companies were differing. You will remember that I called in your office after Mr. Bosher left to learn whether you would agree to only a reference of a part of the subjects of difference.

Having understood you on that point, I advised with the board then in the city, as I thought it my duty, and received the instructions communicated to you. Upon examining the account this day rendered the treasurer of the L. R. R. Co., I find that you have persevered in the purpose to which I objected of charging large sums for hauling timber from point to point on our road for necessary repairs. Now, I protest against this, as I am informed that a verbal understanding existed with my predecessor that no charge was to be made for such hauling, provided the Louisa R. R. Co. rendered certain services without charge. In confirmation of the correctness of this information, I perceive that no such charge has ever been heretofore made by you in any accounts that have been presented.

I have been willing to abide by the understanding, or to present an account on behalf of the Louisa company for the services alluded to, and am sorry to find that you will agree to do neither, but have retained

2350.

the money for your claim, which you have collected as our agent. I ask, as a matter of justice, that you submit this and my other letter of same date to your board, along with the account of the superintendent of the Louisa R. R. Co.

Respectfully,

ED. FONTAINE,

Prest. L. R. R. Co.

I certify, that the above and within is a true copy from the minute book of the Louisa Railroad Company.

CHARLES THOMPSON, *Secretary.*

OFFICE RICH'D, FRED., & POT. R. R. Co.,
RICHMOND, *Oct. 23d*, 1847.

DEAR SIR: I have received your note this afternoon, and am surprised to learn that your board will agree to no arbitration of matters of difficulty which have arisen between us under the contract which commenced on 1st July, unless I will agree that matters connected exclusively with the former arrangements of both companies, with none of which I have any acquaintance, shall be arbitrated in like manner.

With the lights before me, I cannot regard the principal items embraced in the account, which is now presented for the first time against the Richmond, Fredericksburg, & Potomac company, otherwise than as preposterous and unprecedented. To this conclusion my mind is brought, after consultation with Mr. Macmurdo and Mr. Sharp, who are perfectly familiar with the relations heretofore in existence between the companies. It remains with me now to consult the former president of our company, Mr. Moncure Robinson, in relation thereto; with his views annexed, I shall place the account in question before our board at an early day, and such action as may be had will be reported forthwith to you.

In relation to the compensation which you say will be expected from us by your company for the use of the locomotive now on the Fredericksburg road, and which we are expected to return in like order as received, besides placing under your control one of our own at same time, I can only say, (notwithstanding your positive agreement this day in the presence of Mr. Bosher to a settlement by arbitration,) that though the charge which you make will amount to the sum of $7,300 per annum, the same will be paid on the part of this company, and cheerfully paid, since it will teach us in future to be prepared for any emergency, and especially for one which may subject us to the tender mercies of the Louisa Railroad Company.

I am, respectfully, yours,

ED. ROBINSON, *Prest.*

Col. E. FONTAINE, *Prest.*,
Powhatan House, Richmond.

I certify, that the above is a true copy of a letter on file in the Louisa railroad office.

CHS. THOMPSON, *Secretary.*

VIRGINIA:

Pleas at the State court-house, in the city of Richmond, in the superior court of chancery for the Richmond circuit, on Thursday, the twenty-sixth day of July, in the year one thousand eight hundred and forty-nine, and in the seventy-fourth year of the Commonwealth.

Be it remembered, that heretofore, to wit, on the 5th day of May, 1849, came the Louisa Railroad Company by counsel, and filed their bill against the Richmond, Fredericksburg, and Potomac Railroad Company; which said bill, together with an order awarding an injunction thereon endorsed, and an exhibit therewith filed, is in the words and figures following, to wit:

Bill.

To the honorable John Robertson, judge of the superior court of chancery, for the Richmond circuit.

The Louisa Railroad Company respectfully sheweth, that by an act of the legislature of Virginia, passed on the 18th day of February, 1836, they were incorporated by the style of the Louisa Railroad Company, for the purpose of constructing a railroad, the eastern terminus of which should be a point of junction with the Richmond, Fredericksburg, and Potomac company, in the county of Hanover, with the privilege of carrying freight and passengers; and by another act of the legislature, passed on the 27th day of March, in the year 1848, the said charter was so amended as to authorize an increase of the capital stock of the said company to the amount of $200,000, for the purpose of continuing the said railroad, (which had been completed to its eastern terminus,) from its terminus aforesaid to the dock in the city of Richmond; that under the amended charter your orators have gone on to let the construction of the said road, and actually made all the contracts necessary for it, and the contractors have actually entered upon the work, and are now actively engaged with a force of between two and three hundred hands, and all the other necessary facilities for the construction of the road.

In the charter of the Richmond, Fredericksburg, and Potomac company there is a clause, the 38th, which provides and stipulates that the legislature shall not, for the period of thirty years from the completion of that road, authorize the construction "of any other railroad between Richmond and Fredericksburg, or for any portion of the distance, the probable effect of which will be to diminish the number of passengers travelling between the one city and the other upon the railroad authorized by that act, or to compel the said company, in order to retain such passengers, to reduce the passage money."

Understanding that the said company, under the pretext that the clause before recited was about to be violated by your orators, intended to resort to process of injunction, if it could be obtained, to prevent the extension of the Louisa railroad to Richmond, your orators notified the R. F. and P. company, before the new road, to be built by them, was let or commenced, of their purpose to construct it, and invited an im-

mediate application for the injunction. That invitation, however, was rejected, and your orators proceeded to make the contracts for the construction of their road aforesaid; and then, to wit, in the month of March last, an original bill was filed by the R. F. and P. company, praying that your orators may be restrained from constructing their railroad from the Junction aforesaid to Richmond, and recently the said R. F. and P. company have filed an amended bill, praying for an immediate injunction against your orators to prevent the construction of their road, and the injunction has been awarded by the honorable John B. Clopton, one of the judges of the general court, requiring, as the condition of it, from the plaintiffs, bond with security in the penalty of $50,000 only, conditioned to indemnify your orators against all loss or damage which they may sustain by reason of the said injunction, if it be dissolved; a copy of which order is herewith exhibited, marked *A*.

Your orators beg leave now respectfully to show, that this proceeding of the R. F. and P. company is most oppressive and injurious to them, for the following reasons, to wit:

I. Because they have not in any manner violated, or intended to violate, any right, privilege, or franchise of the R. F. and P. company aforesaid, as the road which your orators are constructing is not to run from Richmond to Fredericksburg, or for any portion of the distance, within the meaning of the thirty-eighth clause of the charter of the Richmond, Fredericksburg, and Potomac company, but is to run across the line of that railroad, without interfering with it, or in any manner obstructing it to the westward.

II. Because your orators do not propose to carry, but expressly disclaim the right to carry, upon their road any passenger going from Richmond to Washington, or from Washington to Richmond, or any freight which now passes over the Richmond, Fredericksburg, and Potomac railroad, except such as is brought down from some point beyond it by the present Louisa railroad, and only propose and claim the right to carry such freights as before mentioned, and other freights to be gathered between the point of Junction and Richmond; and such passengers as do not come from, or design to go to, Washington; and they are advised and insist that the 38th section of the charter of the Richmond, Fredericksburg, and Potomac railroad was not intended to prohibit, and does not in its terms prohibit, the carrying of such freight and passengers, and it is not possible, therefore, that the Richmond, Fredericksburg, and Potomac Railroad Company can be subjected to the necessity of reducing its passage money to retain the passengers pointed to and described in the 38th section aforesaid of its charter, to wit, passengers travelling between one city and the other, that is, between the cities of Richmond and Washington; the said 38th section does not prevent the construction of a road to carry freight, and such a road, that is, a road to carry freight only, might well be constructed from Richmond to Fredericksburg, and so a road to carry passengers from Richmond to Staunton, or any western point; but only prohibits the construction of a railroad which shall carry such passengers as are described as afore-

said; and therefore no mischief or injury can be done to the Richmond, Fredericksburg, and Potomac railroad, unless it be attempted to use the new road when made to carry passengers in violation of the said 38th section, which, as before stated, your orators do not design, but expressly disclaim.

III. Because by the 13th section of the act prescribing general regulations for the government of railroad companies, passed on the 11th day of March, 1837, and the 18th section of the act incorporating the stockholders of the Louisa Railroad Company, the courts and judges are expressly prohibited from making any order, or granting any injunction, to stay the proceedings of any company in the prosecution of its works, unless it is about to inflict irreparable injury upon the complainant, which cannot be pretended by the Richmond, Fredericksburg, and Potomac company; for the construction of the Louisa road can do that company no injury, if it be not improperly used, and the improper use of it may be restrained by injunction, or compensated for in damages.

IV. Because the security required by the order of injunction aforesaid, viz., $50,000, is wholly inadequate to protect your orators from, and indemnify them against, the loss they must sustain, if the injunction stand over one month and then be dissolved, as your orators doubt not it will be; for a suspension of their work for one month, at this season of the year, may involve the loss of the year's work, and, in any event, must occasion enormous loss to the contractors, whom your orators are bound to indemnify against any loss which they may sustain by the award of an injunction to arrest their work, which may alone amount to fifty thousand dollars; besides which, your orators must lose a large amount, probably $50,000, from the delay and deprivation which they will experience in receiving the profits of their road; and if the effect of the injunction should be to dissolve the contracts already entered into by your orators, they do not doubt they will lose at least fifty thousand dollars more in the enhanced prices which they would have to pay upon new contracts.

In tender consideration of all which, your orators pray that the Richmond, Fredericksburg, and Potomac Railroad Company may be made defendants to this bill, and required to answer it fully and truly; that the order of injunction aforesaid may be set aside or suspended until the further order of the court, or at least until security be given by the Richmond, Fredericksburg, and Potomac company to indemnify your orators to at least the amount of one hundred and fifty thousand dollars. May it please, &c., &c.

CITY OF RICHMOND, *to wit:*

This day Edmund Fontaine, president of the Louisa Railroad Company, personally appeared before me, a justice of the peace for the city aforesaid, and made oath that the statements contained in the annexed bills are, he verily believes, true.

Given under my hand this fourth day of May, 1849.

THOMAS COWLES, *J. P.*

An injunction is awarded, according to the prayer of the bill, to suspend the order awarded to the defendants against the plaintiffs on the second day of May, 1849, a copy of which is filed as an exhibit with the bill, to restrain and enjoin the plaintiffs from constructing their railroad from Richmond to the Junction; and also to enjoin and restrain the defendants, the Richmond, Fredericksburg, and Potomac Railroad Company, their agents, and all others, from interfering with, molesting, or in any manner retarding, the plaintiffs in the construction of the said railroad until the further order of the court.

But the plaintiffs are not to have the benefit of this order until they, or some one for them, shall enter into bond, with sufficient security, in the penalty of two thousand dollars, payable to the defendants, with condition to indemnify them against, and to pay, all damages and costs which the defendants may sustain by the award of this injunction, in case the same shall hereafter be dissolved.

May 5, 1849. JOHN B. CLOPTON.

To the clerk of the superior court of chancery for the Richmond circuit.

Exhibit A, with bill.

To the clerk of the superior court of chancery, for the Richmond circuit:

An injunction is awarded, according to the prayer of the within petition, and the bill therein referred to, which is annexed, to enjoin and restrain the defendants, the Louisa Railroad Company, their president and directors, their officers and agents, the contractors under them, and all others concerned, until the further order of the said court, from taking, occupying, or entering upon any lands which have been condemned or laid out by the plaintiffs, the Richmond, Fredericksburg, and Potomac Railroad Company, for their railroad or works; and also from proceeding to construct their road across the railroad of the plaintiffs, and from all further proceedings towards the construction of a railroad between the junction of the Louisa railroad with the railroad of the plaintiffs and the dock in the city of Richmond.

But the plaintiffs are not to have the benefit of this injunction, hereby awarded, until they, or some one in their behalf, shall enter into bond, with sufficient security, in the clerk's office of the said superior court of chancery, in the penalty of fifty thousand dollars, payable to the defendants, the Louisa Railroad Company, and conditioned to pay to them all such damages and costs as they may sustain by reason of this injunction, in case the same shall hereafter be dissolved.

May 2d, 1849. JNO. B. CLOPTON.

A copy. Teste: POWHATAN ROBERTS, *Clerk.*

An answer by the defendants to the said bill, and which was lodged in the clerk's office therewith, and filed in the cause, is in the words and figures following, to wit:

Answer.

The answer of the Richmond, Fredericksburg, and Potomac Railroad Company to a bill this day addressed to the honorable John Robertson, judge of the superior court of chancery, for the Richmond circuit, by the Louisa Railroad Company.

These defendants, for answer to so much of the said bill as they are advised it is material for them to answer, say, that in the bill filed by them against the Louisa Railroad Company, and the exhibits therewith, full information is given of the alleged notification from the Louisa company to this company, and of the response made to that notification; that so far from giving the Louisa company to understand that nothing would be done by these defendants to prevent the extension of the Louisa railroad to Richmond, the president of that company was informed that this company did not mean to acquiesce in such extension; and on the 18th day of January, 1849, a subpœna in chancery was sued out of this court by this company against the said Louisa company, which was served on the president of that company on the 20th of the same month; and both the endorsement on the subpœna and the bill filed by this company, at March rules, 1849, gave full notice to the said Louisa company of the intended application by this company for an injunction to prevent the construction of the Louisa railroad to Richmond. The bill shewed that the application would be made, after waiting a reasonable time for the Louisa company to answer the bill. After waiting nearly two months for such answer, without its being filed, the application has been made, and the injunction has been awarded; and now, instead of an answer to the bill of this company, a bill is filed by the Louisa company, shewing that, instead of using the time which has elapsed to answer the bill of this company, they have used it in going on with the work, the right to construct which was denied by this company, and was to be passed upon in their suit. Such a course of proceeding these defendants are advised does not entitle the Louisa company to ask any favor at the hands of this court. They were bound to answer the bill of this company before calling on this company to answer theirs; and, instead of making a general allegation that the proceeding of this company is oppressive and injurious, it would have been more proper to have met the bill of this company by an answer denying or admitting the facts therein alleged, which would better enable this court to form a judgment as to the propriety of the proceeding of this company than any such general allegation.

These respondents aver, that the road which the Louisa company is constructing is, in truth and in fact, for a portion of the distance between the city of Richmond and the city of Washington; and the bill of the Louisa company admits that it is to run across the line of the railroad of this company. It can scarcely be necessary here for these defendants to repeat the grounds taken by them in their bill—grounds some of which the Louisa company in its bill does not controvert.

The bill of the Louisa company admits that it would violate the guaranty contained in the charter of the defendants if the plaintiffs were to permit travellers going from the city of Richmond to the city of Washington to travel over their proposed road from the city of Richmond to the point of junction. Now, this admission, the defendants insist, is fatal to the right set up by the plaintiffs to build their road to the city of Richmond. It is very plain that the act of assembly under which they are proceeding allows them to convey such passengers; and it is not in the power of the plaintiffs to answer the just exceptions taken by the defendants to the act of assembly, by avowing that they will not avail themselves of all the rights conferred by the act in question. Besides, the guaranty provision of your defendants' charter prohibits the construction of any railroad which might come into competition with your defendants as therein defined, and it being conceded that the road of the plaintiffs, from the Junction to the city of Richmond, if used to transport passengers indiscriminately, and as by the act authorizing it it may be used, would invade rights guaranteed to your defendants, it is plain that the concession goes the full length of conceding, that the act of the general assembly does in truth derogate from your defendants' rights. The plain meaning of the guarantee section is, that the legislature will not authorize a road to be built, which may or can interfere with your defendants, thereby very certainly assuring to the defendants the high security consequent upon the pledge of the legislature, not to permit a rival road to be constructed; a very different thing, in every view, from the renunciation which the plaintiffs now make to escape the just complaints of the defendants (and which they may at some future time attempt to recant,) of a right which they might claim if it were competent for the legislature to bestow it. To state the point in a few words, your defendants complain that the legislature has violated the solemn pledge contained in their charter, and the plaintiffs not denying the charge, but conceding it may be so, aver a purpose to use their franchise in a mode which will reconcile it, as they think, to your defendants' rights. The bill of the plaintiffs is a concession upon its face, of your defendants' right to an injunction, in part at least. Moreover, the right of your defendants to convey passengers from any portion of the distance between the cities of Richmond and Washington is just as incontestably assured to them by the guarantee, as is the right to convey passengers from the one city to the other. The language of the clause is, "will not allow any other railroad to be constructed between the city of Richmond and city of Washington, or for any portion of said distance, the probable effect of which would be to diminish the number of passengers travelling between the one city and the other," upon the defendants' road. Very obviously, therefore, your defendants have exactly the same right to the travel for any part of the distance between the said two cities, that they have to the travel from the one city to the other. The guarantee section not only does not make any distinction between the two descriptions of travel, but employs language which comprehends both,

and the one with as much certainty as the other. Nor, in truth, was there any reason for such a distinction at the date of your defendants' charter, nor is there any now. It is well known that a railroad looks as well for the travel from and to intermediate points on its line, as to travel through its whole line, for its expected income. It is plain, too, that the traveller may perform his journey west, by using the road of your defendants to the point of Junction, just as well as if he went to that point on the proposed road of the plaintiffs. Yet upon a vague and wholly unfounded idea of some difference in right in your defendants to the one travel and the other, the plaintiffs, whilst they do not contest your defendants' right to the travel from the one city to the other, claim to exclude them from the travel between the cities of Richmond and Washington as far as the point of Junction, believing obviously that the receipts upon that travel constitute a large part of their profits. Most obviously, if their pretension can be maintained, it would involve the absurd consequence, that your defendants have no right to the travel between the cities of Richmond and Washington for any portion of the distance, long or short.

The ground taken in the bill, that the courts and judges are prohibited by statute from making any order awarding an injunction to stay the proceedings of the Louisa company in the prosecution of their work, has been anticipated in the bill of these defendants, and there sufficiently answered. The statute is applicable merely to proceedings for the condemnation of land; it has no application to a case like this, where one company attempts to invade the chartered rights of another; it would be strange, indeed, when a company asks a court to relieve it against an act of the legislature impairing the obligation of a contract, if it could be met by the objection that another act of the legislature prohibits the granting such relief; besides, it is manifest that the Louisa company is transcending the authority given by the act under which they claim, and the interposition of a court of equity, in such a case as this, is necessary to prevent injury that cannot be adequately compensated in damages.

It is enough, however, in reference to the immediate object of the bill, to say, that the jurisdiction of the judge who awarded the injunction has been exercised, and is now at an end; he acted under a special power which is now exhausted; his order under the statute has been directed to the clerk of this court, and the proceedings must now be, as if this court, or the judge thereof, or a judge of the court of appeals, has awarded the injunction. The power to discharge, dissolve, or modify an injunction which has been awarded, is only in the court in which the case is pending wherein the injunction is awarded, and can only be exercised by that court in term time. No judge in vacation can now set aside or suspend the order, or make it inoperative by requiring a larger amount of security.

If any judge in vacation had now jurisdiction to alter the amount of the security, these defendants would insist that the amount is entirely too large, and ought to be reduced. The court in which the case is,

will sit the first of June, and these defendants are entirely willing that the case be then heard, either before the judge of this court, or any other. If the opinion, which the defendants express, that the injunction will be dissolved in a month be correct, then $50,000 is a most exorbitant amount of security. If, on the other hand, a court hearing a motion to dissolve the injunction would overrule that motion, then the exorbitancy of the amount becomes still more manifest. The present is not like a case in which an injunction is awarded immediately on the filing of the bill; it is a case in which the Louisa company have been apprized in successive order by letter, the service of a subpœna, the filing of the bill, and communications to their president and their counsel of the intended application, and had ample opportunity to be ready to meet it, and shew it, if they could, to be without good foundation; a case, too, in which their counsel was present, when the judge was acting on the petition for an injunction. In every view, these defendants insist, that the present application to suspend the order until security be given to the amount of $150,000, is as destitute of facts to justify it, as it is without authority of law, and contrary to all precedent.

Having fully answered, these defendants pray to be hence dismissed with their costs by them in this behalf most wrongfully sustained.

Richmond, F. and P. Railroad Company, by their counsel,

ROBINSON & McFARLAND.

CITY OF RICHMOND, *to wit:*

This day, Joseph M. Myers, an officer of the R. F. and P. R. R. Company, personally appeared before me, a magistrate in and for the said city, and made oath, that the facts stated in the foregoing answer, so far as they depend upon his own knowledge, are true; and so far as they depend upon information derived from others, he verily believes them to be true. Given under my hand, this 5th day of May, 1849.

C. W. PURCELL, *J. P.*

We except to this answer because it is not made under the corporate seal of the company, and because it does not appear that Joseph M. Myers holds any such office in the company as authorizes him to represent the president of the company, or the company, and make affidavit to the answer.

PATTON & LYONS,
For defendants.

May 5, 1849.

Whereupon, the bond required by the said order awarding the injunction having been executed and filed, a subpœna and injunction was awarded and issued, returnable to June rules, 1849.

And at another day, to wit, at a superior court of chancery for the Richmond circuit, held at the State court-house, in the city of Richmond, on Monday, June 4, 1849:

THE RICHMOND, Fredericksburg, and Potomac Railroad Company, plaintiffs,
against
THE LOUISA Railroad Company, defendants.

And

THE LOUISA Railroad Company, plaintiffs,
against
THE RICHMOND, Fredericksburg, and Potomac Railroad Company, defendants.

By consent of the parties in these causes by their counsel, it is ordered, that the same be placed upon the court docket for trial and decision. And thereupon, the judge of this court being so situated as in his opinion to make it improper for him to try and decide these causes, it is, upon the motion of the parties by counsel, ordered that the same be entered of record.

And at another day, to wit, at a superior court of chancery for the Richmond circuit, held at the State court-house, in the city of Richmond, on Saturday, June 16, 1849:

THE RICHMOND, Fredericksburg, and Potomac Railroad Company, plaintiffs,
against
THE LOUISA Railroad Company, defendants.

And

THE LOUISA Railroad Company, plaintiffs,
against
THE RICHMOND, Fredericksburg, and Potomac Railroad Company, defendants.

The court having heretofore entered of record, that in the opinion of the judge of this court he is so situated in respect to these causes as to render it improper for him to try and decide the same, on the motion of the parties by their counsel, it is ordered that these causes be placed on the docket of causes assigned to the judge of the circuit superior court of law and chancery, for the county of Henrico, and city of Richmond, on the common law side, to be tried and decided by him in pursuance of the act of the general assembly, entitled "An act to change the time of holding the chancery court in Richmond," passed the twenty-sixth day of March, eighteen hundred and forty-two.

And at another day, to wit, at a superior court of chancery for the Richmond circuit, held at the State court-house, in the city of Richmond, on Friday, July 20, 1849:

THE RICHMOND, Fredericksburg, and Potomac Railroad Company, plaintiffs,
against
THE LOUISA Railroad Company, defendants.

And

THE LOUISA Railroad Company, plaintiffs,
against
THE RICHMOND, Fredericksburg, and Potomac Railroad Company, defendants.

The judge of this court being so situated in respect to these causes as to render it improper in his opinion for him to try and decide the same, on the motion of the parties by their counsel, it is ordered that it be entered of record. And John B. Clopton, esquire, a judge of the general court, assigned to the seventh circuit, consenting to sit for the trial of the said suits, by consent of the parties by their counsel, and in pursuance of the act of the general assembly, entitled "An act authorizing any judge of the general court in certain contingencies to hold certain terms of the circuit superior courts of law and chancery," passed the fifteenth day of March, eighteen hundred and forty-eight, it is ordered that the court be assigned to the said judge for such time as may be necessary for the trial and decision of the said causes.

And at the same day, to wit, at a superior court of chancery for the Richmond circuit, held at the State court-house, in the city of Richmond, on Friday, July 20, 1849, before John B. Clopton, esquire, one of the judges of the general court, and judge of the fourth judicial district and seventh circuit, sitting in pursuance of an act of the general assembly, passed fifteenth day of March, *March*, one thousand eight hundred and forty-eight, entitled "An act authorizing any judge of the general court in certain contingencies to hold certain terms of the circuit superior courts of law and chancery;" and under an order of said court, entered on this day:

THE RICHMOND, Fredericksburg, and Potomac Railroad Company, plaintiffs,
against
THE LOUISA Railroad Company, defendants.

And

THE LOUISA Railroad Company, plaintiffs,
against
THE RICHMOND, Fredericksburg, and Potomac Railroad Company, defendants.

The parties by their counsel appeared in court, and thereupon these causes were this day partly heard on the bills, answers, with replications thereto, and exhibits filed; and it is ordered, that the further hearing thereof be continued until to-morrow.

And at another day, to wit, at a superior court of chancery for the Richmond circuit, held at the State court-house, in the city of Richmond, on Saturday, July 21, 1849:

THE RICHMOND, Fredericksburg, and Potomac Railroad Company, plaintiffs,
against
THE LOUISA Railroad Company, defendants.

And

THE LOUISA Railroad Company, plaintiffs,
against
THE RICHMOND, Fredericksburg, and Potomac Railroad Company, defendants.

The parties by their counsel again appeared in court, and thereupon these causes were this day farther heard on the bills, answers, with replications thereto, and exhibits filed; and it is ordered that the farther hearing thereof be continued until Monday next.

And at another day, to wit, at a superior court of chancery for the Richmond circuit, held at the State court-house, in the city of Richmond, on Monday, July 23d, 1849:

THE RICHMOND, Fredericksburg, and Potomac Railroad Company, plaintiffs,
against
THE LOUISA Railroad Company, defendants.

And

THE LOUISA Railroad Company, plaintiffs,
against
THE RICHMOND, Fredericksburg, and Potomac Railroad Company, defendants.

The parties by their counsel again appeared in court, and thereupon these causes were this day farther heard, on the bills, answers, with replications thereto, and exhibits; and it is ordered that the further hearing thereof be continued until to-morrow.

And at another day, to wit, at a superior court of chancery for the Richmond circuit, held at the State court-house, in the city of Richmond, on Tuesday, July 24, 1849:

THE RICHMOND, Fredericksburg, and Potomac Railroad Company, plaintiffs,
against
THE LOUISA Railroad Company, defendants.

And

THE LOUISA Railroad Company, plaintiffs,
against
THE RICHMOND, Fredericksburg, and Potomac Railroad Company, defendants.

The parties by their counsel again appeared in court, and thereupon these causes being fully heard, on the bills, answers, with replications thereto, and the exhibits filed, and because the court is not now advised of its judgment and decision to be rendered herein, time is taken to consider thereof.

And now, at this day, to wit, at a superior court of chancery, for the Richmond circuit, held at the State court-house, in the city of Rich-

mond, on Thursday, July 26, 1849, being the day and year first herein mentioned:

THE RICHMOND, Fredericksburg, and Potomac Railroad Company, plaintiffs,
against
THE LOUISA Railroad Company, defendants.

And,

THE LOUISA Railroad Company, plaintiffs,
against
THE RICHMOND, Fredericksburg, and Potomac Railroad Company, defendants.

The parties, by their counsel, again appeared in court, and the court having taken time on Tuesday last to consider of its judgment and decree to be rendered in these causes, and having maturely considered the same, delivered the following opinion:

The Fredericksburg company, by their bill, seek relief by injunction, (which is the only mode, under any circumstances, by which this court could administer it,) and they present their claim to that relief in these aspects: First, an injunction to the construction of the road by the defendants; second, an injunction to the crossing of the Fredericksburg road by the road of the defendants; and third, an injunction to the transportation of passengers upon the road now in progress of construction, and they claim to be relieved by injunction, upon the ground that the law authorizing the extension of the Louisa railroad from the Junction, to or near the dock of the city of Richmond, is a violation of the guarantee or pledge given to them by the legislature in their charter, and is therefore unconstitutional and void, by force of that provision of the Constitution of the United States which declares that no State shall pass any law impairing the obligation of contracts.

By the thirty-eighth section of the charter of the Fredericksburg company it is enacted and declared, and the legislature pledges itself, that it will not, for the period of thirty years from the completion of that road, allow any other railroad to be constructed between the cities of Richmond and Washington, or for any portion of the distance, the probable effect of which would be to diminish the number of passengers travelling between the one city and the other, upon the railroad authorized by the act, or to compel the company, in order to retain such passengers, to reduce the passage money. The legislature intended this enactment as an inducement to those who should thereafter constitute the company to adventure their private funds on the work for the public benefit, and conceding the power of the legislature to do this, it becomes necessary to ascertain the extent and meaning of the guarantee and pledge, and of the monopoly claimed under it. Nothing can be claimed as granted by implication; nothing in derogation of common right can be presumed—it must plainly appear by the grant itself. Whatever may be the effect of this section as to passengers, did the le-

gislature by its enactment intend to part with the power to authorise the construction of other railroads, between Richmond and Fredericksburg, for other purposes? I am of opinion that there is nothing in the act to warrant such a conclusion. The legislature had unrestricted power to pass the act of March the twenty-seventh, eighteen hundred and forty-eight, authorizing the Louisa company to extend their road by the most desirable route to or near the dock in the city of Richmond, and they have exercised the power; therefore, the injunction prayed for to the construction of the road must be denied. Second, the right of crossing the track of the Fredericksburg road by the new road. In the case of the Tuckahoe Canal Company against the Tuckahoe Railroad Company, reported in eleventh Leigh, this question was decided; it was the principal, if not the only, question in the case, and the court of appeals decided that the railroad company, constructing their road in pursuance of their charter, had the right to cross the canal. No difference is perceived between a canal and a railroad, constructed and owned by a chartered company. In addition to this, by the thirteenth section of the general railroad law, it is enacted, that no order shall be made, and no injunction shall be awarded, by any court or judge, to stay the proceedings of the company in the prosecution of their works, unless it be manifest that they are transcending the authority given them, and that the interposition of the court is necessary to prevent injury that cannot be adequately compensated in damages. By the original charter of the Louisa company, passed the eighteenth day of February, eighteen hundred and thirty-six, that company were authorized to construct a railroad from some point on the line of the Richmond, Fredericksburg, and Potomac railroad, in the neighborhood of Taylorsville, passing by or near Louisa Court-house, to, &c., (thence indicating a western route.) In the exercise of this power, the company selected a point which from that circumstance has been called the Junction. By the act of the twenty-seventh day of March, eighteen hundred and forty-eight, the Louisa company were authorized to extend their road, by the most desirable route, to or near the dock in the city of Richmond. By these two acts the power to cross the line of the Fredericksburg railroad seems plainly to be given, and by the decision in eleventh Leigh, before referred to, may lawfully be exercised.

The Louisa company, then, by constructing their road across the Fredericksburg road, will not transcend the authority given them. Will they by doing so inflict an injury which cannot be adequately compensated in damages? The same case in eleventh Leigh decides that the property, or even the franchise of one incorporated company, may be condemned by another company paying just compensation therefor. Any injury which may be done to the Fredericksburg company by the Louisa railroad crossing their road, can and may be easily ascertained in extent in money, and can be adequately compensated in damages; therefore, the injunction prayed for to the crossing of the Fredericksburg road by the Louisa road must also be denied. Third,

as to the transportation of passengers. It is admitted by all, that the guarantee contained in the thirty-eighth section of their charter secures to the Fredericksburg company the right to transport all travellers passing along the line of their road, through its whole extent; and I am of opinion that, by a just and proper construction of that section, taking it altogether, they are also intended to be secured in the right to transport all travellers passing along the line of their road for any portion of its distance, who, in the absence of any other railroad connected with it, would find it convenient to use it as a means of travelling.

The section must be interpreted according to the state of things existing at the time of its passage; nothing else can fairly be supposed to have been in the legislative mind. It may be difficult precisely to define the limits on each side of the Fredericksburg road from which these passengers would come. That must depend upon the facts of each particular case as it may arise; but can it be supposed that the legislature intended that, when the wants of the public required the construction of other railroads from the west, or any other direction, which it might be most convenient to connect with, or intersect the Fredericksburg road, travellers upon these other railroads, who would otherwise never have touched the line of the Fredericksburg road, should, so soon as they reached it, be confined to it alone? I think not. The guarantee is, that the legislature will not allow any other railroad to be constructed for thirty years, the probable effect of which would be to diminish the number of passengers travelling between Richmond and Washington upon the railroad authorized by the act. Can it be said that, to permit a traveller coming from the west by the Louisa road to Richmond, or going from Richmond to the west by that road, to take any other road from the Junction to Richmond than the Fredericksburg road, will be to diminish the number of passengers travelling between Richmond and Washington upon the Fredericksburg railroad? I think not. But for the existence of the Louisa railroad west of the Junction, such passengers would never have been upon the line of the Fredericksburg road. If the Louisa company shall hereafter use their road to the injury of the Fredericksburg company, by transporting passengers in violation of the rights secured by the thirty-eighth section of their charter, the remedy by action at law seems to be plain, easy, and adequate; if, however, it should from any cause prove to be inadequate, it may be proper to interpose by injunction; that will depend upon the facts of the case as it may then appear. To award the injunction now would be to inflict a present, certain, and serious injury upon one party, to prevent a remote, uncertain, and possible injury to the other, which may never be committed, and if committed, can be adequately redressed at law. The case, as now presented, is not such an one as to justify the interposition by injunction. I am therefore of opinion, that the injunction prayed for should be wholly denied." Wherefore, the court doth adjudge, order, and decree, that the injunction awarded the plaintiffs in the first of these causes, on the second day of May, eighteen hundred and forty-nine, be dissolved; that

the bill of the plaintiffs in the said first cause be dismissed, and that they do pay to the defendants their costs by them in their defence of the said first suit expended; and that the injunction awarded the plaintiffs in the second of these causes, on the fifth day of May, eighteen hundred and forty-nine, be, and the same is hereby perpetuated; and that the defendants in the said second suit do pay to the plaintiffs their costs by them expended in the prosecution of that suit.

A transcript of the record.

Teste: POWHATAN ROBERTS, *Clerk.*

VIRGINIA.

At a court of appeals, held at the State court-house, in the city of Richmond, on Saturday, December 1st, 1849, the petition of the Richmond, Fredericksburg, and Potomac Railroad Company, for an appeal from a decree pronounced by the superior court of chancery for the Richmond circuit, on the twenty-sixth day of July, 1849, in two suits, in the first of which the petitioners were plaintiffs, and the Louisa Railroad Company were defendants; and in the second, the said Louisa Railroad Company were plaintiffs, and the said petitioners were defendants, having been maturely considered, and the transcript of the record of the said decree seen and inspected; the court being of opinion that there is no error in the said decree, doth deny the said appeal.

I, Joseph Allen, clerk of the court of appeals, held at Richmond, do hereby certify, that the foregoing is a full and complete transcript of the record of the application of the Richmond, Fredericksburg, and Potomac Railroad Company, for an appeal from a decree pronounced by the superior court of chancery for the Richmond circuit, on the twenty-sixth day of July, 1849, in two suits, in the first of which the Richmond, Fredericksburg, and Potomac Railroad Company were plaintiffs, and the Louisa Railroad Company were defendants; and in the second, the said Louisa Railroad Company were plaintiffs, and the said Richmond, Fredericksburg, and Potomac Railroad company were defendants, and of the decision of the said court of appeals thereupon.

In testimony whereof I have hereunto set my hand and affixed my seal, (there being no seal of office,) this sixth day of December, one thousand eight hundred and forty-nine.

J. ALLEN, *C. C. A. R.* [SEAL.]

To the honorable the judge of the superior court of chancery, for the Richmond circuit.

Humbly complaining shew unto your honor your orators, the Richmond, Fredericksburg, and Potomac Railroad Company, that your orators heretofore exhibited their bill, which is now pending in your honorable court against the Louisa Railroad Company, complaining that the said last named company, the defendants, were making preparations to construct a railroad with that of your orators to the city of

Richmond, which proposed railroad, if constructed, would cross the line of your orators' road and pass along from the Junction to the said city, near the line of your orators' railroad, and interfere materially with its business, and violate its chartered rights. By the said bill an injunction was prayed for; but inasmuch as great interests were involved in the controversy, your orators did not ask an injunction in the first instance to be actually awarded, not doubting that the defendants would put in an answer immediately, and allow the cause to be heard before proceeding to construct their proposed road. Being disappointed in this expectation, your orators afterwards by petition applied for and obtained an injunction in conformity to the prayer of the said bill.

Thereupon the said Louisa Railroad Company exhibited their bill in your honorable court against your orators, complaining that the said injunction would be greatly injurious to their interests, inasmuch as they had made contracts for the construction of a great part of their proposed line of road, which, if interrupted, would subject them to heavy damages; and that, inasmuch as the only injury to be occasioned to your orators would result not from the construction of the said proposed road, but from the use of it when completed, there was no occasion for your honorable court to interfere at that time on behalf of your orators; and praying that the said injunction might be suspended, which was done accordingly.

The said bills and petition, with the answers thereto, and exhibits and other proceedings in the said suits, will fully appear by the records thereof remaining in your honorable court.

Your orators now beg leave, by way of amendment and supplement to their said original bill, and by way of petition for an injunction to be awarded them as hereinafter prayed for, humbly to state and represent—

That the said Louisa Railroad Company, the defendants, are intending to carry their proposed railroad across the road of your orators on the level of the latter road, and so by such crossing to connect their proposed road with their present road, and to the extent of the ground covered by the said crossing to claim, use, and exercise the same exclusive and uncontrolled rights as they may be entitled to upon any other portion of their line of road; and that they have proceeded very far, and are still proceeding, to make the said crossing, in pursuance of such claim and without any acknowledgment of superior right in your orators. That it is also the purpose and intention of the said defendants, when the said crossing shall be made and completed, actually and immediately to use the same in connexion with their present road on the western side thereof, and without waiting for the completion of their proposed road to Richmond, for the transportation of materials, laborers, and such other persons and things as they may think fit, across the road of your orators, and without any subordination to the will of your orators in making such use thereof. In making the said crossing, it is a matter of physical necessity that the defendants, continuing their work as they have begun and are prosecuting it, should connect the two sides of the

said crossing by a low embankment of earth or some other material resting on the line of your orators' road, and that they should overlay and obstruct, or cut through and displace, the tract of your orators' road at their own pleasure, without any agreement with your orators, against their will, and not only in derogation, but in contempt of their rights. So far as your orators have any mere right of property in the ground covered by their line of road at that point, and considering the same as a mere right of property in land, without reference to the peculiar uses for which that land was acquired and to which it is applied, your orators might perhaps obtain compensation for this invasion of it on the part of the defendants; but they humbly submit, that in the actual circumstances no compensation is either provided by law or is possible in fact; none has been offered, none can be obtained, nor would any be adequate short of the entire value of your orators' road.

The ground owned and occupied by your orators is only so much as was deemed necessary for the uses of their road in general, and at the point in question only so much as was deemed necessary for the tracks of their road, present and future, and the present and future uses of their business; and the free, exclusive, and uncontrolled use of that line of ground is essential to the convenience, despatch, and safety of their business, their prosperity, and the persons who may use their road. This is true of every part of their line, but in an eminent degree of those parts of it which are stopping places, points for the reception and discharge of passengers and freight—in short, centres of business—and the Junction is one of the most important of these; indeed, the most important between Richmond and Fredericksburg. The defendants claim at that point rights not inferior to those of your orators, nor subordinate thereto, nor even equal merely, but as absolute as the rights which they claim elsewhere, and by the same title. Your orators are not aware that they have forfeited or lost, certainly they have not ceded, any portion of their former, sole, and exclusive rights over the same ground. It is obvious that the rights of your orators, and the pretensions of the defendants, are liable to be brought into daily and hourly collision without any superior authority to decide upon and control their conflicts. If the defendants may use the crossing as they claim of right, they may use it at pleasure. If their trains may pass over, they may rest on it; so may, undoubtedly, those of your orators. If both happen to be approaching it at the same time, which is to suspend or check its motion? If a collision occur, which is responsible for the consequences? If the two companies were on the most friendly terms, there would be great danger of disasters without some common government, or at least some rules of concerted action; but, independent and hostile as they are, what frightful disasters may not result?

It seems to your orators that the defendants have sought to produce the very difficulties and dangers which, if they be allowed to proceed, are inevitable. In extending their road to Richmond, there was not only no necessity to cross the road of your orators, but, as they are informed and believe, the defendants by that crossing have added about

five miles to the length of their road; and even if there were a necessity, or any good reason for crossing the road of your orators, there was none for crossing it on its level. By a favorable ground, not adding more than one mile to the length of the proposed road, nor increasing its cost more than some eight thousand dollars, the proposed road might have been made to pass over your orators' road at the safe elevation of seventeen feet, thereby avoiding all danger of collision or conflict.

The road of your orators is a portion of the great north and south mail line through the United States, a line constantly, more and more, accelerated in speed according to its capacity, and under the orders of the Government. It not only may well be, but is quite probable, that your orators will be compelled, and that at no distant day, in obedience to the demands of the Government to which they are subject, to run express trains over their road without stopping or checking speed at any intermediate point. Indeed, they are at this time looking to such a state of things; and they beg leave to inquire how this can be safely accomplished, if there be any portion of their road liable to obstructions which they may not have power to prevent or remove?

They beg leave also to say, that the dangers of collision from a level crossing could hardly be less at any point of their road than at the Junction, owing to the fact, that the point of crossing there situated by the defendants, and both roads on both sides thereof, are screened from view by the interposition of buildings and woods.

Your orators exhibit herewith a map of the internal improvements of this Commonwealth, drawn by Mr. Crozet under a resolution of the general assembly, which will tend to explain the geographical facts stated above; and they add, that the proposed extension of the defendants' road, together with the railroad from Gordonsville to Alexandria incorporated and organized, and as they are informed about to be constructed, will open a rival route by railroad between Richmond and Washington, in competing with which your orators will have only the advantage of some fifty miles in distance, and be subjected to the disadvantage of fifty-four miles of steamboat navigation, against the much greater speed and certainty of railroad transit. Nor is it possible for the defendants, even if they should be so disposed, nor for the legislature, without closing the proposed road altogether against travel, to prevent such competition in plain and direct violation of the guarantee in favor of your orators, in the event the proposed line shall be completed.

If the defendants be allowed to make the crossing which they propose, all the dangers of collision and conflict above mentioned will immediately arise and ensue. Your orators believe that, in granting the injunction aforesaid to the defendants, none such were contemplated. Without renouncing therefore, but insisting, upon all the rights and remedies which they have heretofore claimed, they pray that the said Louisa Railroad Company may be made defendants to this bill, and required to answer the same fully and particularly; that an injunction may be awarded your orators to restrain the said defendants from

making or attempting to make the said proposed crossing, or from in any manner overlaying, obstructing, cutting, displacing, or disturbing the railroad of your orators; and that your orators may have all such other relief in the premises as shall be agreeable to equity, and the nature of the case may require, and one or more subpœnas, &c.

ROBINSON & MACFARLAND & RHODES, *f. p.*

CITY OF RICHMOND, *to wit:*

Edwin Robinson maketh oath and saith, that he is president of the Richmond, Fredericksburg, and Potomac Railroad Company, and that the allegations of the foregoing bill, so far as the matters thereof lie within his knowledge, are true; and so far as they are stated on information of others, he believes them to be true.

ED. ROBINSON.

Signed and sworn to before me, a justice of the peace in and for the said city, this 9th June, 1849.

C. W. PURCELL, J. P.

Injunction refused.
June 18*th*, 1849.

JOHN B. CLOPTON,

Judge Brooke being absent, and Judge Baldwin declining to act in the case, the remaining judges have considered the case, and are of opinion to refuse the injunction.

WM. H. CABELL.

LEWISBURG, *August* 14, 1849.

To the honorable R. B. Taney, chief justice United States.

The petition of the Richmond, Fredericksburg, and Potomac Railroad Company respectfully represents, that in two suits in equity between them and the Louisa Railroad Company, in one of which they were plaintiffs and the Louisa Railroad Company were defendants, and in the other of which the Louisa Railroad Company were plaintiffs and your petitioners were defendants, there has been a final decree in the highest court of equity of the State of Virginia in which a decision in the suits could be had; that in the said suits there was drawn in question the validity of a statute of, and an authority exercised under, the said State on the ground of their being repugnant to the Constitution of the United States, and the decision is in favor of such their validity; and there was drawn in question the construction of a clause of the Constitution of the United States, and the decision is against the right specially set up and claimed by your petitioners under such clause of the said Constitution, and your petitioners desire that the said decree may be re-examined in the Supreme Court of the United States. A copy of the record and proceedings in the said suits is herewith exhibited, by which it appears as follows:

On the 25th day of February, 1834, the general assembly of Virginia

passed an act entitled "an act incorporating the stockholders of the Richmond, Fredericksburg, and Potomac Railroad Company." An amendment thereto was passed the 13th of March, 1834; but it is not sufficiently connected with the question in these suits to make it necessary to state the purport thereof. By the said act of February, 1834, the legislature authorized, for the benefit of those who should become stockholders in the company, charges for the transportation of persons, property, and the mail, not exceeding certain specified rates, and guaranteed them in the 38th section of the said act against the construction of any rival road for a certain period. By the said thirty-eighth section it was enacted and declared, and the general assembly pledged itself to the said company, that in the event of the completion of the railroad from the city of Richmond to the town of Fredericksburg within the time limited by the said act, the general assembly would not, for the period of thirty years from the completion of the said railroad, allow any other railroad to be constructed between the city of Richmond and the city of Washington, or for any portion of the said distance, the probable effect of which would be to diminish the number of passengers travelling between the one city and the other upon the railroad authorized by the said act, or compel the said company, in order to retain such passengers, to reduce the passage money; and the only qualifications upon the enactment declaration and pledge, so made in and by the said 38th section, are, first, a proviso that it shall not be so construed as to prevent the legislature from authorizing the construction of a railroad beween the city of Richmond and the town of Tappahannock or Urbanna, or to any intermediate points between the said city of Richmond and said towns; and, secondly, a proviso that it shall not be construed to prevent the general assembly from chartering any other company or companies to construct a railroad from Fredericksburg to the city of Washington. In view of the provisions of the said act, and especially in view of the said 38th section, subscriptions were made of capital stock in the said company, and the subscribers become incorporated into a company by the name and style of "The Richmond, Fredericksburg, and Potomac Railroad Company;" a subscription was also made to the capital stock of said company on behalf of the State; and the whole of the railroad from the city of Richmond to the town of Fredericksburg was completed within a much shorter time than that so limited; and your petitioners had a right to expect, and did expect, that the general assembly would not, within thirty years from the completion of the said railroad, allow another railroad to be constructed for a portion of the distance between the city of Richmond and the city of Washington, in violation of the enactment, declaration, and pledge so made in and by the 38th section aforesaid.

Not anticipating such violation, your petitioners not only completed their railroad from the city of Richmond to the town of Fredericksburg within the time limited by their charter, but after such completion deemed it advisable to extend, and did extend, their railroad (as allowed by their charter) from its point of termination within the said town to

Aquia creek, one of the creeks of the Potomac river, and have provided every thing necessary for transportation on their whole line by locomotives. The whole railroad of your petitioners is now 75½ miles in length, to wit, 61 from Richmond to Fredericksburg, and 14½ from Fredericksburg to Aquia creek, and the cost of their works and property is about a million and a half of dollars, part of which was obtained by increasing the capital stock of the company under the 10th section of its charter, and part by borrowing money.

Nevertheless the 38th section of the charter of your petitioners has been violated.

The Louisa Railroad Company having been incorporated by an act of the general assembly of Virginia, passed on the 18th of February, 1836, and having made a road from a point on the line of the railroad of your petitioners, the general assembly, instigated by the president of that company, passed on the 27th of March, 1848, an act entitled "an act for the extension of the Louisa railroad to the dock in the city of Richmond;" but neither then nor at any subsequent time, has there been any appropriation on the part of the State to such extension.

In December, 1848, the president of the Louisa Railroad Company addressed a letter, bearing date the 13th of that month, to the president of your petitioners' company, stating that he should, on the 19th of that month, commence the construction of the proposed railroad from the Junction to the city of Richmond, at the point of contact with the Richmond, Fredericksburg, and Potomac railroad, and that it would be necessary to cross the railroad of your petitioners to make the connexion, and suggesting to the president of your petitioners to meet him at the point indicated on that day, in order that the crossing might be arranged. To this the president of your petitioners replied, on the 18th of that month, that your petitioners did not mean to assent to the construction, by the Louisa Railroad Company, of a railroad for a portion of the distance between Richmond and Washington; that he therefore declined the invitation to arrange the crossing; and that such measures would be taken as the counsel of your petitioners might deem necessary or proper to prevent the obligation of the contract between the State and your petitioners from being impaired.

Very soon afterwards, to wit, on the 18th of January, 1849, your petitioners commenced their suit in the superior court of chancery, for the Richmond circuit, against the Louisa Railroad Company. On the subpœna to answer the bill, there was an indorsement, stating that the object of the suit was to prevent the obligation of the contract, created by the act of assembly passed the 25th of February, 1834, incorporating your petitioners, from being impaired; and stating, farther, that the bill would therefore pray that the defendants be enjoined from constructing a railroad between the city of Richmond and the Junction, being a portion of the distance between the said city of Richmond and the city of Washington. This subpœna was executed on the president of the Louisa Railroad Company [on] the 20th of January, 1849.

It was returnable to March rules, 1849; and your petitioners then filed their bill.

The bill, after stating facts herein before mentioned and other facts, charges that the president and directors of the Louisa Railroad Company have commenced constructing a railroad, not from Fredericksburg to the city of Washington, nor between the city of Richmond and the town of Tappahannock, or Urbanna, or to any intermediate points between the city of Richmond and said towns, but for a portion of the distance between the city of Richmond and the city of Washington, that is to say, for that portion which is between the city of Richmond and the point where the Louisa railroad has heretofore joined the railroad of your petitioners, computed to be 24 miles from the city of Richmond; that the railroad, the construction of which is so commenced, is contemplated to be 27½ miles in length; that there is no point on the line thereof which will be more than from the line of the railroad of your petitioners; and that not only the probable, but the certain, effect of the said railroad, if it be allowed to be constructed and used for transporting persons and property, will be, that many persons who, and much property which, otherwise would have been transported on the railroad of your petitioners, for such rates as they might lawfully have charged under their charter, will either not be transported thereon, or your petitioners, in order to have such transportation, will be compelled to reduce their lawful rates.

The bill characterizes the proceeding of the Louisa Railroad Company as an attempt to invade the property and franchise of your petitioners, not in truth for public use, but merely from motives of pecuniary interest—an attempt to take from your petitioners, to some extent, their franchise and property, and transfer the same to another set of stockholders. It states that this is proposed to be done, not to construct a work superior in degree to that of the plaintiffs; not, for example, to make a railroad alongside of a turnpike, but to make one railroad alongside of another railroad. It insists that such a proceeding could not be sanctioned against their consent, even though compensation were provided for them, and that it is still more clear that it cannot be done when they are left wholly without compensation. Yet it charges that the president and directors of the Louisa Railroad Company are attempting to invade the franchise and property of your petitioners, and even propose to construct a railroad across the railroad of your petitioners on a level, a measure which would be attended with great danger to the persons and property transported on each road, and could not be justified even if the legislature had reserved the right of making a railroad across the railroad of your petitioners; whereas, so far from there being such reservation, there is exactly the reverse, namely, the express contract, before mentioned, in the said 38th section.

The bill insists that the contract of the State is not merely to prevent the franchise of the petitioners being invaded, in respect to passengers, but is a contract that it shall not be impaired at all by means of any other railroad constructed within the period prescribed

within the 38th section of their charter. If within that period any other railroad was proposed to be constructed, running so near the railroad of your petitioners, and in such direction and manner that the probable effect of such other railroad, if authorized to transport persons, property, and the mail, would be to diminish the number of passengers travelling between the city of Richmond and the city of Washington upon the railroad of your petitioners, or to compel them, in order to retain such passengers, to reduce the passage money, then the State designed to contract, and the bill insists did contract, that it would not allow such other railroad to be constructed at all within the period aforesaid.

The bill, after charging that the effect of the railroad, proposed to be constructed under the act of the 27th of March, 1848, of the transportation of persons, property, and the mail, be allowed, would be to diminish the number of passengers travelling between the city of Richmond and the city of Washington, upon the railroad of your petitioners, or compel them, in order to retain such passengers, to reduce the passage money, proceeds to state that it is manifest, on the face of the said act, that such was its object; for, in the seventh section thereof, it is insisted that in case your petitioners should, at their next annual meeting after the said act passed, agree, from the expiration of a certain contract then existing with the Louisa Railroad Company, to transport all passengers and freight brought to their road by the Louisa company, from the Junction to the city of Richmond, at the same rates per mile as may at the same time be charged by the Louisa company on the same passengers and freight; and also agree to carry all passengers and freight entered at the *the* city of Richmond for any point on the Louisa railroad, at the same rate per mile as is charged at the time for the same by the Louisa Railroad Company, and should also agree to certain other things, then the said act was to be void, otherwise it was to remain in full force. The plain and manifest object and interest of the said act, it is insisted, was to coerce your petitioners to reduce their rates for passengers and freight below what (but for the said act) they might lawfully have charged, or encounter the rivalry of the Louisa Railroad Company along 25 miles of their line. It is then insisted in the bill, that if the legislature of Virginia had, by any direct act of legislation, required your petitioners to reduce their rates below what (but for the said act) might lawfully have been charged along this or any other portion of their line, such an act must have been regarded as passed to impair the obligation of the contract between the State and your petitioners, and therefore repugnant to the constitution both of Virginia and of the United States. And then it is claimed that the legislature of Virginia could not lawfully invest the Louisa Railroad Company with a power which the legislature could not lawfully exercise itself. And then the bill proceeds to show that the power with which the legislature of Virginia has invested the Louisa Railroad Company will be exercised to the injury of your petitioners, unless the exercise thereof be restrained.

The bill further takes the ground, that if the legislature of Virginia can authorize the construction of a railroad from Richmond to the Junction, they might afterwards authorize the construction of another railroad from the Junction to Fredericksburg, or even to the waters of the Potomac; and thus the number of passengers travelling between Richmond and Washington would be diminished upon every part of the railroad of your petitioners, or they be compelled, in order to retain such passengers, to reduce the passage money throughout the whole line. Indeed, the bill states that at the very same session of the assembly at which the act passed for the extension of the Louisa railroad to the city of Richmond, two other acts passed, to wit, one on the first of April, 1848, to incorporate a company to make a railroad from the town of Fredericksburg to the town of Orange, and the other on the 27th of March, 1848, to incorporate the Orange and Alexandria Railroad Company to make a railroad from Gordonsville to city of Alexandria; and if this railroad and the proposed railroad from the Junction to Richmond be both constructed, then there will be a continuous line of railroad from Richmond to the waters of the Potomac.

The bill, after some farther remarks upon the construction and effect of the 38th section before mentioned, adverts to a provision in the charter of the Louisa Railroad Company prohibiting the award of injunctions in certain cases, and insists that, if that act is to be regarded as prohibiting the award of an injunction in this case, then it impairs the obligation of the contract between the State of Virginia and your petitioners. If the authority which the president and directors of the Louisa Railroad Company are proceeding to exercise, under color of the act of the 29th of March, 1848, be not enjoined and restrained, the bill insists it must be, because the said act is construed as intending to give such authority; and if the said act be construed as intending to give such authority, then the bill insists that the same is invalid on the ground of its being repugnant to the Constitution of the United States. The bill relies especially on the first clause of the tenth section of the first article of the Constitution of the United States, prohibiting a State from passing any law impairing the obligation of contracts, and insists, that according to the true construction thereof, they must be protected in the enjoyment of the rights which they claim. The bill prays that the defendants, their president and directors, their officers and agents, the contractors under them, and all others concerned, be enjoined from taking, occupying, or entering upon any lands which have been condemned or laid out by your petitioners for their railroad or works; that they be enjoined from constructing a railroad across the railroad of your petitioners; that they be enjoined from all further proceedings towards the construction of a railroad between the junction of the Louisa railroad with the railroad of your petitioners and the dock in the city of Richmond; that they be enjoined from transporting on the railroad as proposed persons, property, or the mail, and especially from transport-

ing thereon passengers travelling between the city of Richmond and the city of Washington, and for general relief.

The bill was verified by the affidavit of the president of the company.

On the 2d of May, 1849, on a petition being filed and sworn to, an injunction was awarded by a circuit judge of the State of Virginia to your petitioners; but they were not allowed the benefit of the injunction, until bond with security should be given in the penalty of $50,000, to pay all such damages and costs as the Louisa Railroad Company might sustain by the injunction in case it should be dissolved.

A few days afterwards, before such bond was given, to wit, on the 5th of May, 1849, a bill was filed by the Louisa Railroad Company against your petitioners, in the same court, of a very anomalous character—a bill to a judge to enjoin his own injunction. It prayed that the order of injunction might be set aside or suspended until the further order of the court, or at least until security should be given by your petitioners to at least the amount of $150,000. To this bill an answer was immediately filed, which met all its allegations, and shewed the bill to be wholly untenable. Yet forthwith, on the same 5th of May, 1849, the judge, who had made the former order of injunction, awarded an injunction to suspend that order, and furthermore, to enjoin and restrain your petitioners from interfering with, molesting, or in any manner retarding the plaintiffs in the construction of their railroad until the farther order of the court; an order even more anomalous than the anomalous bill on which it was made.

At May rules, 1849, the Louisa Railroad Company filed their answer to the bill of your complainants, in which answer those defendants insist upon the validity of the statute of the 27th of March, 1848, and of the authority exercised under it, and also draw in question the construction of the clause of the Constitution of the United States, under which a right was claimed by your petitioners, and deny the power of the court to award an injunction, upon the ground that the act of Virginia (referred to in the bill) prohibits the award of such injunction.

After another petition for an injunction had been denied by the same circuit judge, and by the judges of the supreme court of appeals, a final decree was made on the said two suits by the superior court of chancery for the Richmond circuit, on the 26th of July, 1849. The court in its opinion, after stating that your petitioners claim to be relieved by injunction, upon the ground that the law authorizing the extension of the Louisa railroad from the Junction to or near the dock in the city of Richmond, is a violation of the guarantee or pledge given them by the legislature in their charter, and is therefore unconstitutional and void by force of that provision in the Constitution of the United States which declares that no State shall pass any law impairing the obligation of contracts, expresses the opinion that whatever may be the effect of this clause as to passengers, the legislature did not, by its enactment, intend to part with the power to authorize the construction of other railroads between Richmond and Fredericksburg for other purposes, and that the legislature had power to pass the act of the 27th of March,

1848, authorizing the Louisa company to extend their road, by the most desirable route, to or near the dock in the city of Richmond, and have exercised the power, and therefore that the injunction prayed for the construction of the road must be denied. The court further expresses the opinion that the Louisa company, by constructing their road across the Fredericksburg road, will not transcend the authority given them, and that any injury which might be done to the Fredericksburg company by the Louisa railroad crossing their road, might be ascertained in extent in money and compensated in damages, and that the injunction prayed for to the crossing of the road must also be denied. The court also, as to the transportation of passengers, expressed an opinion that the right of your petitioners was not so extensive as was claimed in the bill, and the further opinion that, if the Louisa company should hereafter use their road to the injury of the Fredericksburg company, by transporting passengers in violation of the rights secured by the 38th section of their charter, the remedy, by action at law, would be plain, easy, and adequate; and if it should, from any cause, then prove inadequate, it might be proper to interpose by injunction. And then the court made a final decree that the bill of your petitioners in the first suit be dismissed, and that they pay to the defendants their costs; and that the injunction awarded in the second suit on the 5th of May, 1849, be perpetuated, and that the defendants in the second suit should pay to the plaintiffs their costs.

Your petitioners, thinking themselves aggrieved by this decree, preferred their petition, with a transcript of the record of the decree and proceedings complained of, to the supreme court of appeals of Virginia in term, assigning errors in the said decree, and praying an appeal therefrom; but the said court in term denied the appeal prayed for; and the same having been denied by the said court in term, by the statute of Virginia, no other petition to the purpose, and in respect to the same decree and proceedings, can ever after be preferred to or entertained by a court or judge of the State of Virginia. And thus there has been a final decree in the suits in the highest court of equity of the State in which a decision in the suits could be had. And the decision is in favor of the validity of the statute of the State of Virginia of the 27th of March, 1848, and the authority under it, and of the validity of the statute of the said State, prohibiting the award of injunction, although, by the bill of your petitioners in the first suit, and their answer in the other, such validity was drawn in question on the ground of their being repugnant to the Constitution of the United States. And the decision is against the right set up and claimed by your petitioners under a clause of the said Constitution, the construction of which was drawn in question in the said suits.

Wherefore, to the end that the said final decree in the said suits may be re-examined and reversed in the Supreme Court of the United States, your petitioners pray that a writ of error may be awarded.

J. Y. MASON,
Counsel for the petitioners.

Let the writ of error issue to the supreme court of appeals of Virginia, as prayed in this petition.

R. B. TANEY.

December 8, 1849.

UNITED STATES OF AMERICA, *ss.*

The President of the United States, to the honorable the judges of the [SEAL.] court of appeals of the Commonwealth of Virginia, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said court of appeals, before you, or some of you, being the highest court of law or equity of the said State in which a decision could be had in two suits, in the first of which the Richmond, Fredericksburg, and Potomac Railroad Company were plaintiffs, against the Louisa Railroad Company, defendants; and in the other, of which the Louisa Railroad Company were plaintiffs, and the said Richmond, Fredericksburg, and Potomac Railroad Company were defendants; (on appeal from the superior court of chancery for the Richmond circuit,) in the first of which cases the said superior court dissolved the injunction and dismissed the bill, and in the second of which the same court perpetuated the injunction awarded the plaintiffs, and in each case decreed costs against the said Richmond, Fredericksburg, and Potomac Railroad Company, and in which the said court of appeals denied the appeal of the petitioners, the said cases having been consolidated in the chancery court, and one decree rendered therein, thereby affirming the said decree of the said superior court; and wherein was drawn in question the validity of a treaty or statute of, or an authority exercised under, the United States, and the decision was against their validity; or wherein was drawn in question the validity of a statute of, or an authority exercised under said State, on the ground of their being repugnant to the Constitution, treaties, or laws of the United States, and the decision was in favor of such their validity; or wherein was drawn in question the construction of a clause of the Constitution, or of a treaty, or statute of, or commission held under, the United States, and the decision was against the title, right, privilege, or exemption, specially set up or claimed under such clause of the said Constitution, treaty, statute, or commission, a manifest error hath happened, to the great damage of the said Richmond, Fredericksburg, and Potomac Railroad Company, as by their complaint appears. We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the said Supreme Court to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein, to correct

that error, what of right and according to the laws and customs of the United States, should be done.

Witness the honorable Roger B. Taney, chief justice of the said Supreme Court, the first Monday of December, in the year of our Lord one thousand eight hundred and forty-nine.

WM. THOS. CARROLL,
Clerk of the Supreme Court of the United States.

Allowed by,

R. B. TANEY.

STATE OF VIRGINIA,
City of Richmond, to wit:

On this twentieth day of December, in the year one thousand eight hundred and forty-nine, personally appeared Joseph M. Myers, before me, the subscriber, William Lambert, mayor of the said city, and made oath, that on the nineteenth day of this month the court of appeals of the Commonwealth of Virginia not being in session, but it being the vacation thereof, he carried a true copy of the foregoing writ to William H. Cabell, esq., president of the said court, who took it and read it, and then returned it to the said affiant, saying that he had read it; and then the affiant, asking him if he had any directions to give, he said, no; that it was only necessary for it to be presented to him; that Judge Mason, (meaning John Y. Mason, esquire, one of the counsel in the case,) would tell him if he wished any thing further done; and that thereupon, being requested so to do by Mr. Mason, the affiant delivered the said copy to Joseph Allen, clerk of the said court, at his office in the city of Richmond, in the said Commonwealth of Virginia.

In testimony whereof I have hereunto set my hand and caused the [SEAL.] seal of the said city to be hereunto affixed, this twentieth day of December, in the year one thousand eight hundred and forty-nine.

WM. LAMBERT, *Mayor.*

The United States of America, to the Louisa Railroad Company, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the first Monday of December next, pursuant to a writ of error, filed in the clerk's office of the court of appeals of the Commonwealth of Virginia, wherein the Richmond, Fredericksburg, and Potomac Railroad Company are plaintiffs in error, and you are defendants in error; to show cause, if any there be, why the decree rendered against the said plaintiffs in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, this eighth day of December, in the year of our Lord one thousand eight hundred and forty-nine.

R. B. TANEY.